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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 4bd0201cd937bebe5d2e

Receipt Date : 09-Sep-2023 02:10:37 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 202300121426

Office Name : SRO - Dhanbad

Document Type : Development Agreement

Payee Name : SKYLINE INFRA REPRESENTED HEREIN
THROUGH ITS PARTNER SRI RAKESH
KUMAR (Vendee)

GRN Number : 2319164719



नख्तन नरतड 21 क अरुन अर अरुन: For Office Use :-

कास्तकार अरु अरुन के अरुन
नरु अरुन 2 अरुन इण्डरन स्टामु, अरुन-1899
की अरुन 1 या 1 क अरुन के अरुन
अरुन स्टामु लगरुन अरुन है। अरुन अरुन
नरुन अरुन वरुन है या स्टामु - अरुन अरुन
अरुन है।

अरुन अरुन

9/9/23

md. sayid Hussain

Rakesh Kumar Triary

Vijay M. Sinha

Vijay Kumar

09.09.2023

Shishu Bhane Singh

Rahul Kumar

09.09.2023

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।



9/9/2023

Development Agreement Value 5216700/- Stal. 100/

FEE PAID OF RS. 131802/- VING
GRN. 2319164674
DATE. 09/09/23

Fee Paid
A/c 130418.52
130422.52
9/9



Md. Sajid Hussain

Rakesh Kumar Tiwari

Vijay M. Sinha

Vijay K. Singh

Ashish Bhanu Singh

Rahul Kumar

09.09.2023



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 9th day of Sept. Two Thousand Twenty Three,

BETWEEN

MD. SAJID HUSSAIN (Aadhar No. XXXXXXXX0083) Son of Late Md. Ashraf Hussain, (Grandfather - Late Seikh Salim) by faith Muslim, Category General, by occupation Service, Resident Near Old Imambara, Karimganj, Wasseypur, P.S. Bank More, Dist. Dhanbad, hereinafter called and referred to as LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART;

AND

SKYLINE INFRA, a Partnership Company, represented herein through its Partners **1. SRI RAKESH KUMAR TIWARY** (Aadhar No. XXXXXXXX9818) Son of A. K. Tiwari (Grandfather - Late Tripurari Tripathi), by faith Hindu, Category General, by occupation Business, resident of Near Shiv Mandir, Ramson Residency, Girja 301, Dhaiya, P.S. and

दिनांक 9/9/23 10:00 to 12:00
 वी कार्यालय धरमपुर मे लेख्यकारिका प्रस्तुत कर आर अवर निबन्ध
 द्वारा प्रमाणित गृहकारनामा
 लेख्यकारिका का आवधिकारी के नाम श्री श्री. भागीरथ कुमार
 पति का नाम श्री. श्री. अशोक कुमार
 पति धरमपुर जिला धरमपुर
 पति पति के निबन्ध के लिए पति का नाम

प्रमाणित करने वाले का हस्ताक्षर
 9/9/23



Md. Asif Hussain
 09.09.2023





Md. Sajid Hussain
09.09.2023

- 2 -

Rakesh Kumar (Tiwari)

Vijay K. Sinha

Vijay K. Sinha

Ashish Bhanu Singh

Rakesh Kumar

09.09.2023



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Dist. Dhanbad, **2. SRI VIJAY KUMAR SINHA**, (Aadhar No. XXXXXXXX7644) son of Sri Chandra Shekhar Prasad Sinha, (Grandfather - Late Dev Charan Sinha) by faith Hindu, Category General, by occupation Business, resident of D-Block, Sector IV, Qtr. No. 55, Bhuli, P.S. Bank More, Dist. - Dhanbad, **3. SRI VIJAY KUMAR SINGH**, (Aadhar No. XXXXXXXX8255) son of Sri Shyam Bihari Singh, (Grandfather - Late Sheo Govind Singh) by faith Hindu, Category General, by occupation Business, resident of Manaitand, Sarkari Kuan, P.S. Dhansar, Dist. - Dhanbad, **4. SRI ASHISH BHANU SINGH** (Aadhar No. XXXXXXXX8113) Sons of Late Fanindra Kumar Singh, (Grandfather - Late Narayan Sharan Singh) by faith Hindu, Category General, by occupation Business, resident of Katras Bazar, P.S. Katras, Dist. Dhanbad, **5. SRI RAKESH KUMAR** (Aadhar No. XXXXXXXX8224) Son of Ramesh Sharma, (Grandfather - Late Falhari Singh) by faith Hindu, Category General, by occupation Business, resident of Near DPS School, New Karmik Nagar, P.S. Saraidhela, Dist. Dhanbad, hereinafter referred to as DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs successors and interests, liquidators, nominees and/ or assigns) of the OTHER PART;

WHEREAS, by virtue of a registered deed of sale No. 1926 dated 02.04.2016, Registered at Dhanbad Sub-Registry office and entered in Book No. I, Volume No. 137, Page Nos. 311 to 342 for the year 2016, sold by Dwarika Prasad in favour of Md. Sajid Hussain, the land owner hereto Md. Sajid Hussain purchased his entire right, title, interest and possession to in and over 05 Kathas or to say 8.25 Decimals of land, out of Survey settlement Plot No. 307, appertaining to Khata No. 49, of Mouza Pandarpalla, Mouza No. 04, under P.S. Dhanbad, Chowki Sadar Sub-Registry office and Dist. Dhanbad, for valuable consideration therein mentioned; And

WHEREAS, ever since the date of purchase as aforesaid the vendor hereto Md. Sajid Hussain has been in peaceful and uninterrupted possession over the said land got his name mutated vide order passed in Mutation Case No. 3233/2018-19 and paying ground rent to the State regularly under online volume No. 6, Page No. 21 of Dhanbad Circle office; And



Md. Sajid Hussain
Rakesh Kumar Tiwari
Vijay K. Sinha
Vijay Kumar
Abhishek Bhanu Singh
Rahul Kumar 09.09.2023

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WHEREAS, by virtue of another registered deed of sale No. 1272 dated 31.03.2017, Registered at Dhanbad Sub-Registry office and entered in Book No. 1, Volume No. 83, Page Nos. 147 to 176 for the year 2017, sold by Dwarika Prasad in favour of Md. Sajid Hussain, the land owner hereto Md. Sajid Hussain purchased his entire right, title, interest and possession to in and over 03 Kathas or to say 4.95 Decimals of land, out of Survey settlement Plot No. 307, appertaining to Khata No. 49, of Mouza Pandarpalla, Mouza No. 04, under P.S. Dhanbad, Chowki Sadar Sub-Registry office and Dist. Dhanbad, for valuable consideration therein mentioned; And

WHEREAS, ever since the date of purchase as aforesaid the vendor hereto Md. Sajid Hussain has been in peaceful and uninterrupted possession over the said land got his name mutated vide order passed in Mutation Case No. 3232/2018-19 and paying ground rent to the State regularly under online volume No. 6, Page No. 20 of Dhanbad Circle office; And

The facts described above mean and conclude that owner hereto is the rightful OWNER of the aforesaid land measuring 8 Kathas or to say 13.20 Decimals.

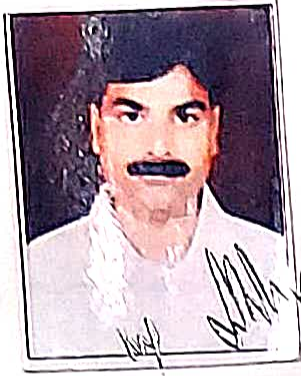
WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.

The Developer, "Second Party" approached the present owners and offered to Develop the property by erecting new multistoried buildings thereon on the terms and conditions mentioned hereafter.

Owner have represented to the Developer as follows:

1. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 08 Kathas or to say 13.20 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.





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- 4 -
Rajesh Kumar Tiwari

Rajesh Kumar Tiwari

Vijay K. Sinha

Vijay Kumar

Ashish Bhanu Singh

Raush Kumar

09.09.2023

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- II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever or mortgage to any Govt. or Private Bank or financial institution.
- III. That the said land is not effected by any Road Allignment.
- IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any change in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
- VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "Second Party", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Mineral Area Development Authority/ Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:



Rep. of the Owners
Rajesh Kumar (Twon)

Vijay K. Sarda
Vijay to Sarda
09.09.2023

Ashish Bhanu Singh
Rajesh Kumar
09.09.2023

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That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e. Mineral Area Development Authority/ Municipal Corporation and in lieu of which the Developer will pay the Owners 44% of the Super built up area in the building to be constructed in the schedule land.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial and/ or residential) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners only 44% Super built up area in the multi storied complex to be constructed on the land of the owner), for the development on the land of 08 Kathas or to say 13.20 Decimals.
4. That, the Developer may bring their construction of commercial, residential, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer. The land Owner will not have any physical or legal claim over it and right, interest, title shall accrue upon the Developer in respect of the multistoried building to the extent of 56% as aforesaid, constructed saleable area of the said building complex, which shall be exclusive property of the Developer, with the exclusive right, title and interest upon which the Owners shall not have any sort of right, title or interest in any manner, except their share of 44% of Building Complex With Super built up area in the building.
6. That, will have equitable right, interest, title over the common area like passage, terrace, lift, guard room, generator etc. after the units of the complex are sold to





Net. Sopal Hossain

Rakesh Kumar Tripathy

Vijay K. Singh

Vijay K. Singh

09.09.2023

Ashish Bhanu Singh

Ravish Kumar

09.09.2023



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- them respectively, and the developer will not claim his any right on and over the same in any manner the water tank and lift machine room.
7. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the owner's share of 44%, to the Owner as per this agreement irrespective of status or progress of the construction. The Developer shall construct the said building complex as per specifications and approved plan of the building by the competent authority within a period of 36 months from the date of finalization of approval from the Competent authority, i.e MADA, for the said construction of the building over the schedule land.
 8. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority (DMC) at their own cost.
 9. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices/ flats in 56% Share of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.
 10. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
 11. That, the developer will be automatically became owner of their share of 56% constructed area and they shall be authorized to or to execute sale deed, mortgage deed, lease deed or any instrument of their choice as permitted by Law, as the rules framed in section 5 (i) and regulations set forth in section 5 (i) of Jharkhand Apartment (Flat Ownership) Act, 2011, and the same is applicable for the owner/Land Lord, and both the owner and developer can transfer their shares

Mr. Sajid Hussain
09.09.2023

Rakosh Kumar Triwari

Vijay K. Saha

Vijay K. Saha

Ashish Bharti Singh

Ravish Kumar

09.09.2023

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- individually, and Power of attorney of land owner is not required to be done in favour of the developer.
12. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
 13. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
 14. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any 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 thereto and Owner shall not be responsible for the same.
 15. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
 16. That, the Developer shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owner and the Developer shall strictly abide by the terms and conditions as agreed upon in this Agreement.
 17. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.

Md. Saifur Rahman
09.09.2023

Rashed Karim (Thani)

Vijay K. Saha

Vijay Kumar

Akhil Bhawan Singh

Rashed Karim

09.09.2023

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18. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
19. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.
20. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
21. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of their share in the premises.

Md. Saif Hassan

Rakesh Kumar Tripathi

Nijay K. Singh

Nijay Kumar

09.09.2023

Ashish Kumar Singh

Rakesh Kumar

09.09.2023

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The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements within their share.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

22. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

Md. Saif-ur-Rasheed
09.09.2023

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Ramesh Kumar Tripathi

Vijay M. Kulkarni

Vijay Kumar
Akhil Bhanu Singh

Ravish Kumar

09.09.2023

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23. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

24. MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time 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 and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional

Msd. Sajid Hussain

Rakesh Kumar Tiwari

Vijay K. Singh

Vijay Kumar Singh
09.09.2023

Ahish Bhanu Singh

Ravi Kumar
09.09.2023

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power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.

That after construction 56% of constructed area ~~with super tank up area~~ and common area the share of Developer and 44% area in share of Land Owner.

Be it mentioned that the developer will pay a sum of Rs.10,00,000/- only as an advance amount, in which Rs.7,50,000/- only already paid by the developer to the land owner and the balance amount of Rs.2,50,000/- only shall be paid at the time of signing this agreement.

Msd. Sajid Hussain

Ahish Bhanu Singh
25.

अपल अधिखरी धनबाद से प्राप्त सूची
के अनुसार दस्तावेज में वर्णित मौजा पान्दरपाला
नम्बर 04 का पचा खाता नं- ६९: जी २क,
निरिद्ध खाता से बाहर है/सूची गद नहीं है।

Md Sajid Hassan
09.09.2023

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Ram Prakesh Tiwari

Vijay K. Singh

Vijay Kumar

Ashish Kumar Singh

Ram Kumar

09.09.2023

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SCHEDULE

All that piece and parcel of RAIYATI land situate at Mouza Pandarpalla, (Mouza No. 04), under P.S. Bank More, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Pandarpalla, Mouza No. 04, appertaining to Old Khata No. 49 (New Khata No. 601), Old Plot No.307 (New Plot No. 167), out of which measuring an area 08 Kathas or to say 13.20 Decimals of land, being butted and bounded as under:-

North: Part of same Plot.
South: Ram Prवेश Lohar.
East: Hirak Road.
West: Golden.

SHARE ALLOCATION

That it has been decided by and between the parties hereto, that the share allocation will be decided later on, after sanction of plan from MADA/Dhanbad Municipal Corporation and share will be distributed as per ratio in each floor.

Government value of Scheduled property is Rs.52,16,700/- (Rupees Fifty Two Lac Sixteen thousand seven hundred) only and Registration Fee paid on that amount.

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Dhanbad, on _____ Day of _____, 2023, in presence of the witnesses, named hereunder:-

Md. Saif Hussain
09.09.2023

- 13 -

Ramesh Kumar Tiwari

Vijay K. Singh

Vijay Kumar

Ashish Kumar Singh

Raush Kumar

09.09.2023

= 13 =

OWNERS

Md. Saif Hussain
09.09.2023

WITNESSES: -

1. श्री. अशोक कुमार शर्मा
पिता. स्व. श्री. अशोक शर्मा -
साथ श्री. अशोक शर्मा मगर
- 41/11 अनामिका,
09.09.2023

DEVELOPER

Ramesh Kumar Tiwari
Vijay K. Singh
Vijay Kumar
Ashish Kumar Singh
Raush Kumar
09.09.2023

2. Md. Rashid Hussain
S/o - Md. Ashraf Hussain
Po - Wazirpur, Dhambad
09.09.2023

Certified that the finger prints of the left hand of the parties, whose photographs are affixed in the document have been duly obtained before me.

Janki Shukla
Ln 21.02/1990.