

Serial No. 18607

Deed No. 18066



**Govt. of Bihar
District Registry Office, Patna
Summary of Endorsement**

This document was presented for registration on 29/05/2013 by Anil Kumar Sinha A stamp duty of Rs. 1099000/- and other fees of Rs. 1079/- has been paid in it. The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 18066 in Book No. 1, Volume No. 394 on pages from 501 to 528 and has been preserved in total 28 pages in C.D. No. 61 / Year 2013

Date: 29/05/2013

Token No: 19196 / 2013

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

SCANNED

DEVELOPMENT "AGREEMENT"

This Development "Agreement" (this "Agreement") is made at Patna on this 29th Day of May, 2013.

BY AND BETWEEN

(I) **DR. ANIL KUMAR SINHA**, aged about 61 years, PAN NO: - AMSPS3716K, son of Late R.R.P Sinha

(II) **MRS.VEENA SINHA**, aged about 53 years, PAN NO: - AMQPS7853K, wife of Dr. Anil Kumar Sinha, both presently residents of Flat No. 4A, Radha Kunj Apartment, A.N. Path, North Srikrishna Puri, Patna-800013 (hereinafter jointly referred to as the "Owners", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their successors, administrators and assigns) of the **FIRST PART**;

Handwritten signatures and dates:
Anil Kumar Sinha 29/5/13
Veena Sinha 29.5.13

Handwritten date: 29.5.13

HIMALAYA HIRISE PRIVATE LIMITED

DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

DIRECTOR

District Registry Office, Patna

Token Number 19196 Reg. Year 2013 Serial Number 18697 Deed Number 18066

PreType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Anil Kumar Sinha <i>Anil Kumar Sinha</i> 29/5/13						
Claimant	Gopal Krishna Jhurjhunwala (Dir) <i>Gopal Krishna</i> 29/5/13						
Executant	Anil Kumar Sinha <i>Anil Kumar Sinha</i> 29/5/13	N/A	N/A	N/A	N/A	N/A	N/A
Executant	Veena Sinha <i>Veena Sinha</i> 29.5.13						
Claimant	Arun Kumar Rungta (Dir) <i>Rungta</i> 29.5.13						
Identified By	Uttam Kumar <i>Uttam Kumar</i> 29.5.2013						

HIMALAYA HIRISE PRIVATE LIMITED
Rungta
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
Sinha
DIRECTOR

AND

HIMALAYA HIRISE PRIVATE LIMITED, a company incorporated under the Indian Companies Act 1956, bearing company identification number **U45200BR2013PTC020263** and PAN **(APPLIED FOR)** and having its registered office presently at Shop number-2, DurgaVihar, S P Verma Road, Patna - 800001 (hereinafter referred to as "**Developer**", which expression shall, unless repugnant to the context thereof, be deemed to include its successors, administrators and permitted assigns) acting through its directors **Mr. Arun Kumar Rungta** (DIN - 01619115) and **Mr. Gopal Krishna Jhunjhun Wala** (DIN - 01870647) duly authorized by the **Developer** vide Board Resolution dated 25.05.2013, the **SECOND PART**;

(The **Owners** and the **Developer** shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".)

WHEREAS:

- A. The **Owners** are the absolute owner of the land measuring 91.5 decimals (equivalent to 29.28 kathas) situated at Mauza-Saidpur Mohammadpur alias Salempur Chautra, Pargana-Phulwari, Survey Thana - Danapur, P.S.- Danapur and District- Patna cadastral Survey Plot no 817 and 818 appertaining to Tauzi no. 5452 and 5736, Khata no. 184 and 175 in Thana no. 51 within the jurisdiction of Gram Panchayat Raj Jamaluddinchak, Sub Registration office - Danapur and District Registration office- Patna, and more particularly described in **Schedule 1** hereunder along with the photograph showing the present status of the Land (hereinafter referred to as the "**Land**");
- B. The **Developer** is a company with the primary objective of the business of, inter-alia, development and construction of immovable properties;
- C. The **Developer** is a Private Limited Company bearing company identification number **U45200BR2013PTC020263** and are desirous of developing a multistoried building on the **Land** ("**Project**") and the **Developer** have requisite capabilities to construct and develop the **Project** on the **Land** and the **Owners** are desirous of getting the **Land** developed by the **Developer** on such terms and conditions as agreed between the **Parties**;
- D. The **Owners** and the **Developer** are desirous of jointly developing and constructing the **Project** on the **Land** and have entered into this "**Agreement**" to set forth and record the mutually agreed terms and conditions governing their relationship through the tenure of this "**Agreement**"; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS

Devi
29/5/13
Amit Kumar
201 etc

N
2

HIMALAYA HIRISE PRIVATE LIMITED

Rungta
DIRECTOR

Veena Singh
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR
Devi

Rungta
29/5/13

HIMALAYA HIRISE PRIVATE LIMITED

AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS "AGREEMENT" AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this "Agreement", unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this "Agreement". When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this "Development Agreement" in writing including all Annexures and Schedules attached hereto, as may be amended (by the "Parties") in writing from time to time;

"Approval(s)" means any and/or all approvals, authorizations, licenses, permissions, consents, no objection certificates, to be obtained in the name of the Owners/Developer(as per requirement)(including, for the avoidance of doubt, the Sanctioned Plan (as defined hereinafter) and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Project including without limitation conversion of land use, & also environmental clearances, conversions, power connections and all other approvals and/or permissions from any other statutory or Governmental Authority (as defined hereinafter) whether State or Central required for purposes of commencing construction and development activity;

"Arbitration Tribunal" shall have given to such term in Article 14 hereof;

"Buildings" means the buildings, structures and constructions developed/ to be developed by the Developer on Land in terms of the Sanctioned Plan, parking and other amenities, facilities, services, infrastructure related thereto based on the permissible F.A.R. (as defined hereinafter);

"Business Days" means any day other than a Saturday, Sunday, any days on which banks are not open for transaction of normal banking business in the State of Bihar;

"Common Areas" means and include all such areas which are available for common enjoyment, such as lobbies, staircases, lift room, ducts, sanitary ducts, electrical ducts, machine rooms, water tanks, pathways, roads, and all such amenities & also the open area immaterial of heights excluding terrace areas, balconies which are part and parcel of the unit/saleable area sold to various customers;

"Construction Overheads" means and includes all costs and expenses attributable

HIMALAYA HIRISE PRIVATE LIMITED

DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

3

DIRECTOR

29.5.13

29.5.13

29.5.13

29/5/13

29/5/13

29/5/13
Anil Kumar Singh

29/5/13
Veena Sinha

29.5.13

"Principle Architect" shall have meaning given to such term in Article 3.1 hereof;

"Project" shall have meaning given to such term in Recital C (hereinabove) of this "Agreement";

"Project Team" means the Principle Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project in discretion of the Developer;

"Project Completion" means on the day, the Developer issues letter of offer for possession of the "Owner's Share" to the Owners and the Owners are informed of such completion by the Developer (as detailed hereinafter);

"Project Completion Date" shall have meaning given to such term under Article 4.1 hereof;

"Saleable Area" means total area excluding Common Areas on or above or under the Land.

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Owners and annexed herewith.

1.2 Interpretation

In this "Agreement", unless the context requires otherwise:

1.2.1 reference to the singular includes a reference to the plural and vice versa;

1.2.2 reference to any gender includes a reference to all other genders;

1.2.3 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

1.2.4 reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and

1.2.5 reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this "Agreement".

1.3 Headings in this "Agreement" are inserted for convenience only and shall not be used in its interpretation.

1.4 Any word or phrase defined in the body of this "Agreement" as opposed to being defined in Article 1 above shall have the meaning assigned to it in such

[Signature]
29/5/13
DIRECTOR

[Signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
[Signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
[Signature]
DIRECTOR

[Signature]
29/5/13

[Signature]
29/5/13

definition throughout this "Agreement", unless the contrary is expressly stated or the contrary clearly appears from the context

- 1.5 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this "Agreement".
- 1.6 When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.7 The use of the word "including" followed by a specific example/s in this "Agreement" shall not be construed as limiting the meaning of the general wording preceding it.
- 1.8 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof shall not apply.
- 1.9 The schedules, annexures, appendices, if any, to this "Agreement" shall be deemed to be incorporated in and form an integral part of this "Agreement".
- 1.10 Reference to any "Agreement", deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

ARTICLE 2: DEVELOPMENT OF THE PROJECT

2.1 The **Owners** and the **Developer** hereby agree to jointly develop the **Land** for the **Project** in a peace full manner wherein the **Owners** hereby, on the date of execution of the Development **Agreement**, exclusively, grant, right, authorities sanction and permission to the **Developer** to enter upon and take possession of the Land for the purpose of development and construction of the **Project** and to carry out all related activities for development and construction on the **Land** ("**Project**") in accordance with this "**Agreement**", with full authority unto the **Developer** to launch, market and sell/lease the **Developer's Share** in the **Project** through needful promotional activities and with all such right as set forth in this development **Agreement**, and, the **Developer** hereby accepts the same.. In lieu of nonrefundable amount (as per Article 2.10 hereof) and cost of development, the **Developer** shall be entitled to **Developer's Share** and in lieu of the **Land** contribution by the **Owners**, the **Owner** shall be entitled to **Owner's Share** (both shares, defined in article 1 hereinabove). The boundary of the **Land** shall be appropriately marked by the **Owners** with the

Beal
29/5/13
Anil Kumar Seal

Veena Sinha
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED

HIMALAYA HIRISE PRIVATE LIMITED

HIMALAYA HIRISE PRIVATE LIMITED

Director

DIRECTOR

DIRECTOR

29/5/13

usage of khootas etc. It is hereby clarified that the construction of the boundary wall over the **Land** will be a part of the construction and development of the **Project**.

2.2 The **Parties** agree that from the **Effective Date**, the **Developer** shall develop the **Project** at its sole cost and expense and the **Owners** shall render all reasonable non-monetary assistance as may be required by the **Developer** from time to time. Also, The **Owners** hereby agrees and undertake to deliver to the **Developer** (and /or its duly authorized person) all self-attested copies / true copies / notarized copies of title deeds, documents and all other papers related to the **Land**. However, the "**Owners**" will sign/produce in person or paper, and provide the relevant documents, in original too, as & where required.

2.3 The **Owners** hereby grants the **Developer**, from the date of the registration of this "**Agreement**", an exclusive license to enter upon the **Land** and develop the same in terms of this "**Agreement**" for the construction of **Buildings** and development of the **Project**.

2.4 The **Owners** or their authorized person/s are entitled to enter into the "**Project**" on all reasonable times for inspection to insure the quality of construction and development materials in accordance with development **Agreement** and **Specifications** annexed herewith and will register their presence in the available register (for the purpose) with their sign on every visit in a peaceful manner.

2.5 The **Owners** further agree to irrevocably and exclusively permit and authorize the **Developer**, its agents, servants, associates and any person claiming through or under them to enter upon the **Land** for executing and implementing the **Project** in accordance with this "**Agreement**".

2.6 The **Parties** agree, that nothing contained herein shall be construed as delivery of possession in part performance of any "**Agreement**" of sale, under Section 53-A of the Transfer of Property Act, and/or such other applicable law of the time being in force.

2.7 The **Parties** agrees and acknowledges that, all taxes, duties, cess, levies etc. levied by or payable to any government authority or any municipal or other authority including but not limited to the state electricity board relating to development of the **Land** and construction of the **Building** from the date subsequent to the registration of this "**Agreement**" shall be the sole liability of the **Developer** till the completion of the **Project** by the **Developer** and for the period prior to the date of registration of the "**Agreement**" shall be the sole liability of the **Owners** only.

2.8 Upon the completion of the **Project** by the **Developer** and upon the delivery of the owners share to the **Owners** by the **Developer** (in the manner ,detailed herein),

[Handwritten signature]
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED

[Handwritten signature]
DIRECTOR

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
[Handwritten signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

[Handwritten signature]
DIRECTOR

[Handwritten signature]
29/5/13
Am / kumar *[Handwritten signature]*
29/5/13

Veena Sinha
29.5.13

the **Parties** will pay all such charges as laid down Article 2.7 above, in proportion to their shares as set forth in this "Agreement".

2.9 The **Parties** agrees, that Any tax including service tax applicable (or may be applicable in future), on or before possession by **Owners**, on **Owner's Share** will be paid by **Owners** and in turn by buyers of **Owner's Share** or ultimate beneficiary of **Owner's Share**.

This is also acknowledged that as per present applicable law, Service Tax on **Owner's Share** is to be received by **Developer** from the **Owners** and same is to be deposited with Service Tax Department. Upon receiving the said tax proper receipt of the same will be provided by **Developer**. After depositing Service Tax of **Owner's Share**, copy of tax challan will be provided by **Developer** to the **Owners**.

2.10 To acquire the **Land** for the purpose of **Development**, The **Developer** has paid a sum of rupees Two Crore Eighty five Lacks only as a non-refundable amount to the **Owners** vide three cheques. Rupees One Crore vide cheque number five three one zero four two and rupees Fourty Two Lacks fifty thousand vide cheque number five three one zero four three in favour of Dr. Anil Kumar Sinha, both drawn at The Federal Bank Limited, Patna. One cheque of rupees One Crore forty-two lacks fifty thousand vide cheque number five three one zero four four in favour of Veena Sinha through The Federal Bank Limited, Patna.

2.11 This is also being acknowledged by the **Owners** that either of them are jointly and severally authorized to receive any sum or amount from the **Developer** for the fulfillment of requirements of this "Agreement", immaterial of the proportion of the receipt amount.

ARTICLE 3: PROJECT IMPLEMENTATION

3.1 The **Developer**, in their sole discretion will appoint an architect ("**Principal Architect**") and other required "**Project Team**".

3.2 Upon receipt of the **Sanctioned Plan** and all **Approvals**, and after the execution of agreement of share division between the **Parties** thereafter, the **Developer** shall commence the development and construction on the **Land** based on the detailed drawings and **Specifications**. The **Specifications** of the **Project** are annexed herewith as **Annexure A**.

3.3 It is agreed that the **Developer** shall be entitled to exploit the maximum possible **F.A.R.** permitted by the applicable rules and bye laws and as feasible in a quality design.

3.4 Subject to applicable laws, all constructed areas like basements which are

[Signature]
29/5/13

[Signature]
29.5.13

[Signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
[Signature]
DIRECTOR

[Signature]
29/5/13
Anil Kumar Sinha

Veena Sinha
29.5.13

not calculated for the purposes of determining F.A.R as well as saleable/exploitable Common Areas shall be divided in the 50:50 proportion in favour of the **Developer** and the **Owners**. If at any time, any F.A.R. over and above the applicable F.A.R becomes available and is sanctioned, then the same shall be constructed by the **Developer** at its sole cost and shall be divided equally between the **Owners** and **Developer** in the same ratio agreed between them in terms of this "Agreement".

- 3.5 Immediately after sanction of the development plan by the relevant government authority, the "Parties" will execute (within a reasonable period), a separate agreement demarcating their shares, in a manner resulting similar shares.

ARTICLE 4: PROJECT COMPLETION

- 4.1 The **Developer** shall commence development and construction as set out in Article 2 above and make best efforts to ensure completion of the **Project** within a period of 4 (four) years from date of approval of **Plans** including obtaining **Approvals** required for commencing construction and development activity and from the date of execution of agreement of share division between the **Parties** thereafter, ("Project Completion Date"). However, if due to certain constraints other than Force Majeure provisions, the **Project** cannot be completed within 4 years, then the **Owners** shall deemed to have granted an extension of 1 (one) year ("Extended Period") to the **Developer** for completion of the **Project**, and if **Developer** fail to complete the **Project** in this extended period, the **Developer** shall pay a penalty of Rs. 5 per square feet of the commercial Saleable Area and Rs2.5 per square feet of the residential saleable area for the next one year. In the event, the **Developer** is not able to complete the **Project** within the 6 (six) years then the **Owners** shall grant additional time of 1 (one) year to the **Developer** ("Additional Extended Period") and the **Developer** shall pay a penalty of Rs5 per square feet during the Additional Extended Period. After 7 seven years if **Project** is not completed then this "Agreement" will become Void.

- 4.2 It is further understood that during such Extended Period and/or Additional Extended Period if there are any claims made by the prospective purchasers of **Developer's share** in relation to delay in delivery of possession of the Buildings, then the **Developer** shall be solely responsible for the same.

Amir Kumar Seal
29/5/13

Veena Sinha
29.5.13

Seal
29/5/13

Seal
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

4.3 The **Parties** agree that the **Developer** will not be liable for any delay in the completion if such delay occurs on account of any Force Majeure events. The time period set forth in Section 4.1 above shall not include any period resulting from fire, tempest, explosions, floods, earthquake, war, terrorist attack, riots, epidemics, defect in any title document in relation to the **Land**, legal proceedings.

4.4 The **Owners** agrees that in case any legal disputes or claim by the third party including but not limited to the purchaser of the units of **Project**, related to the **Land** or any part thereof claimed by the third party will be borne by the **Owners** only. The **Developer** agrees that any concern concerning with the construction of the **Building**, the **Developer** will be responsible for handling the disputes and **Owners** shall not be responsible for handling such disputes; however, the **Owners** shall provide full cooperation in defending such claims. Further, any compensation payable to the claimant under this **Agreement** related to construction of **Building**, only during the period of construction shall be deemed to be a project cost which will be incurred by the **Developer**. In the event of any issues arising out of or in relation to the title of the **Land** or any part thereof and/or the possession of the **Land** or any part thereof with anyone else in any manner, at any time, whatsoever "before, during or after" the construction and development of the **Project** with the **Developer**, the **Owners** at their own cost and expense shall cure any such defect and there shall be no adverse impact on the **Developer** absolute share in the **Project** (as per section 2 of this Development "**Agreement**") i.e. any such claimant will be only benefited, in any manner from the "**Owners share**" only and the share of "**Developer**" will remain uninfluenced in any manner, if it happens.

4.5 No occupant of any part of the "**Project**" will have exclusive right, title and interest over the **Common areas**.

4.6 Upon the completion of the **Project**, the **Parties** along with the Managing Committee /Occupant's Association (consisting of person/s who have been allotted space/s in any manner in the **Project**, responsible for building maintenance through a Building maintenance association) will pay, bear all

29/5/13

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

Amal Kumar Sen
29/5/13

Veena Sinha
29.5.13

the maintenance charges for the **Common Area** payable with respect of respective allocation, said charges to include common premium for insurance (if any), water, firefighting and scavenging charges, common electric charges, sanitation charges, renovation, replacement, repair charges and other expenses etc. To meet the same, prospective buyers of either side will pay Rs 100 (one hundred) per square feet directly to the Building maintenance association by cheque or demand draft only. In case, any part of the **Saleable Area** of either **Party** is unsold and the **Parties** wants to rent out/ lease the same then the maintenance deposit charges (rupees 100(one hundred) per square feet) will be made by the **Parties** hereto. From the interest accrued on the deposit, maintenance of the building will be made. Any deficit in expenditure will be met by collecting monthly maintenance charges based on per square feet by then occupants/buyers.

[Signature]
29.5.13

[Signature]
29.5.13

- 4.7 In the event of any impediment to the construction and development of the **Project** due to any issue with the title or the possession of the **Land** or any part thereof, The "**Owners**" will pay all adequate costs as may be agreed between the **Parties** along with total invested amount, to the **Developer** in an agreed period.

[Signature]
DIRECTOR

ARTICLE 5 : BRANDING OF THE PROJECT

5.1 Name of Project

The **Parties** agree that the proposed developed project will be names as **HH Shyama Enclave** as a whole and if design permit to have there any separate blocks for commercial and residential part, the commercial block will be named as "**Commercial Complex**" and the residential block will be named as **Radha Block** and **Veena Block** if any. However, all activities in relation to the **Project** by both **Developer** and **Owners**, including the development, design, construction, marketing, sale, promotion and management for the purpose of the **Project** shall be carried out under the trademark and brand name of **HIMALAYA HIRISE**.

HIMALAYA HIRISE PRIVATE LIMITED

HIMALAYA HIRISE PRIVATE LIMITED

[Signature]
DIRECTOR

ARTICLE 6 : COST AND EXPENSES

- 6.1 The entire cost of construction, **Construction Overheads**, cost of obtaining

[Signature]
29/5/13
29/5/13

Veena Sinha
29.5.13

Approvals, and development of the **Project**, including fees, taxes thereon or other payments (including statutory dues to workmen, employees etc) payable to the **Principle Architect**, engineers, contractors, staff and workmen ("**Costs**") shall be borne by the **Developer**.

- 6.2 The **Developer** shall not be entitled to create any encumbrance on the Land for financing the Project. However, the purchasers of units/flats in the **Project** may raise finance to purchase their unit/flat.

ARTICLE 7 : "AGREEMENT" S WITH LESSEES AND PURCHASERS

The **Parties** agree, as per The Bihar Apartment Owners Act 2006, that with respect to their respective share, they shall be entitled to prescribe and draft all sale agreements, conveyances, leases, licenses or any other arrangements on such terms and conditions as they may deem fit, on their own costs. Further, the **Developer** shall be entitled to enter into agreements on behalf of itself for sale and, or lease or otherwise of the units or facilities covered by its share. The specific terms and conditions in the respective conveyance deeds, lease deeds and agreements including without limitation the consideration payable shall be decided by the **Developer** with respect to its share and the **Owner** shall raise no objection in this regard. The "**Parties**" are free to sell or enter into agreement for sale/rent lease or other agreements with their respective clients. The **Parties's** respective buyers/clients can take finance from any bank or financial institution against their purchase or for their booking of flats or units by creating a charge on their flats or units individually.

ARTICLE 8 : TERMINATION

- 8.1 Without prejudice to its rights under law, including without limitation, the specific performance of this "**Agreement**", the **Owner** shall be entitled to terminate the "**Agreement**" if the **Developer** fails to achieve the completion of the **Project** by the Additional Extended Period, or the **Developer** defaults or fails to incur/contribute the Cost or the **Developer** abandons the **Project**.

- 8.2 In case the **Owner** exercises this option to terminate this "**Agreement**" then the **Developer** shall remove its belongings from the Land as agreed from the termination and thereafter the **Owner** shall be free to deal with the Land and superstructure thereon.

- 8.3 The **Developer** shall be entitled to terminate the "**Agreement**" if any of the representations made by the **Owners** are found false and incorrect in relation to the title or possession of Land or any part thereof (in any manner whatsoever). And then the **Owners** are bound to refund all received amount & to pay cost of all

29/5/13

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

Amir Kumar

29/5/13

Veena Sinha
29.5.13

the money vested in any manner for "The Land" to "The Developer" within the reasonable agreed time from the intimation of back out.

- 8.4 The **Owners** will hand over the peaceful possession of the "Land" (as per the Schedule 1) with non-disputed clearly marked boundary with Khootas, to the **Developer** upon the registration of the Development "Agreement". The construction of the boundary wall will be a part of the construction and development of the **Project**. In the event, the **Owners** fail to provide peaceful possession of the **Land** upon the registration of the Development "Agreement" with such boundary OR any defect in the right and title of The "Owners" is surfaced before or after executing development "Agreement" of **Land**, or any hindrance is caused in any manner to the **Developer** in getting/keeping possession of the **Land** or any part thereof then the **Developer** shall /may be entitled to rescind the Development "Agreement" (i.e. the **Developer** may back out with this "Agreement") and the **Developer** shall not only be entitled to receive the entire non-refundable amount as set forth in Article 2.10 hereinabove from the **Owners** but also, the **Owners** are bound to refund all received amount & to pay cost of all other damages including the money vested in any manner for the **Land** to the **Developer** within the reasonable agreed time from the intimation of back out.

ARTICLE 9 : DEVELOPMENT RIGHTS

- 9.1 Subject to **Developer** being in compliance of the terms of this "Agreement" no one other than the **Developer** shall be entitled to undertake the development and construction work on the Land.
- 9.2 The **Developer** shall be free to develop the **Land** in such manner as it deems fit, but always in accordance with the applicable law, rules and regulations and the **Specifications**. The **Developer** shall ensure that quality standards are maintained at all times. The **Developer** shall be free to appoint contractors, sub-contractors and other necessary personnel of its choice at its sole discretion and upon terms and conditions as it deems fit.
- 9.3 The **Developer** and the **Owner** recognize that this "Agreement" imposes legal, valid and binding obligations on them.

ARTICLE 10 : REPRESENTATIONS, WARRANTIES AND COVENANTS

- 10.1 The **Owners** hereby makes the following representations and warranties to

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

Anil Kumar Singh
29/5/13

Veena Sinha
29/5/13

the **Developer** relying upon which the **Developer** has entered into this "Agreement":

- 10.1.1 The **Owners** have title to the entire **Land** as a whole and has, right, full power and absolute authority and capacity under law to enter into this "Agreement";
- 10.1.2 The **Owner** are in possession and enjoyment of the entire **Land** and that there are no tenants, occupants or squatters on the **Land** or any part thereof;
- 10.1.3 The **Land** or any part thereof is free from all **Encumbrances**, any notice or notifications for acquisition or requisition under any statutes for the time being in force or any notice or Gazette notification under urban land ceiling if any, claims demands, attachments or prohibitory order made or issued by any related authority
- 10.1.4 The **Owners** are the absolute owner of the **Land** with unrestricted rights of alienation of the same, and that other than the **Owner**, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the **Land** or any part thereof and **Owners** are absolutely entitled to deal with the **Land** as it may deem fit. Also, the **Owners** are not Benamidars or trustees for anyone in respect of the **Land** or any part thereof and have complete right, marketable title, absolute authority and full power (in manner, whatsoever) to execute any document/s related to the **Land**.
- 10.1.5 The **Owners** have the power to enter into and perform this "Agreement" and upon execution, this "Agreement" would constitute legal, valid and binding obligations of the **Owners**;
- 10.1.6 The **Owners** have not entered /will not enter (except this **Agreement**) into any agreement for sale or alienation in any manner whatsoever or any other arrangement(s) for development or otherwise of the **Land** or any part thereof with any other Person(s), nor have they issued any power of attorney or any other authority, oral or otherwise empowering any other Person to deal with the **Land** in any manner howsoever; The **Owners** have/will no subsisting or existing memorandum of understandings or any other similar arrangements (registered or unregistered, oral or written) for grant of any development rights in the **Land** or any part thereof or for sale of the **Land** or any part thereof with any third party, in any manner whatsoever, except this "Agreement". It is hereby clarified that in the

29/5/13

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

29/5/13

29/5/13

Veena Sinha
29.5.13

event, the **Owners** have entered into any other agreement /sale deed, whatsoever, related to the **Land** or any part thereof with any third party then this "**Agreement**" will supersede all such other agreements, now and then, if any.

10.1.7 The **Owners** also hereby undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise, transfer the **Land** or any part thereof, or, not to enter into any further agreement for sale/transfer/MOD/MOU/Development/Construction of the **Land** or any part thereof with anyone else in any manner whatsoever in any circumstances during the currency of this "**Agreement**" and undertakes not to do any acts, deeds, matters or things as shall be in breach of the terms of this **Agreement**.. However, all such deeds & related transactions, then & there, if any, will be deemed invalid and illegal till the fulfillment of entire obligations towards the "**Developer**" from the "**Owners**".

10.1.8 The **Owners** have been regularly paying all taxes including property tax, cesses, registration dues and other outgoings with respect to the **Land** till the **Effective Date** to the concerned authorities.

10.1.9 From the date of execution of this **Agreement**, the **Owner** shall not mortgage or create any charge on the **Land** or any portion thereof under any circumstances.

ARTICLE 11 : OBLIGATION OF THE PARTIES

11.1 Obligations of the Owner

Subject to the **Developer** complying with its obligations under this "**Agreement**":

11.1.1 The **Owner** shall extend necessary co-operation to the **Developer** and do all such acts and deeds as may be required for completion of all formalities concerning the development of the **Land** by the development of the Project as envisaged in this "**Agreement**" including but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.

11.1.2 Up to the date of handing over the possession of the **Land** to the **Developer**, and after the date of intimation of **Project Completion** by the **Developer** to receive the possession of **Owner's Share**, All taxes, duties, betterment charges and other levies of whatsoever nature, including any fees and expenses thereto shall be borne by

Amrit Kumar
29/5/13

Veena Sinha

29/5/13

29.5.13

29/5/13
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

HIMALAYA HIRISE PRIVATE LIMITED

DIRECTOR

the **Owners** and the **Developer** shall not be responsible for the same.

11.2 Obligations of the Developer

Subject to the **Owners** complying with its obligations under this "Agreement":

- 11.2.1 All facilities and amenities (as per requirement) in the Project (as detailed in this **Agreement**) shall be provided by the **Developer**. The development shall be carried out in accordance with the **Sanctioned Plan**. The **Developer** shall, immediately upon receipt of the **Approvals** and after the execution of agreement of share division between the **Parties** thereafter, commence the construction in accordance with this "Agreement".
- 11.2.2 The **Developer** in consultations with the **Owners** may modify the detailed drawings and the **Specifications** or make alterations from time to time.
- 11.2.3 The **Developer** shall, adhere to the **Sanctioned Plan** in executing the **Project**, provided that the **Developer** shall be entitled to make alterations/ adjustments in the **Buildings** to the extent permissible under the applicable law and in consultation with the **Owners**.
- 11.2.4 At its own option, the **Developer** shall be free to appoint a professional agency for management of the **Project**
- 11.2.5 The **Developer** will comply with all statutory and legal obligations under the applicable Act, rules and regulations including but not limited to compliance with building bye- laws, fire and safety rules, labour welfare acts and rules, Municipal Act, PRDA Rules and Regulations, TDS, Service Tax, VAT, WCT etc,
- 11.2.6 The **Developer** shall be solely responsible and will be liable under applicable law for any mishap on the **Land** during the construction and development of the Project and in particular for the following:
- any injury to any workman or a member of the labour force for any reason whatsoever working on the development of the Project;
 - loss of life of any workman or a member of the labour force for any reason whatsoever working for the development of the Project;
 - any damage because of any incidence of fire; and
 - any damage to the property or life of any third party due to any inaction or misbehavior of any workman or a member of the labour

29/5/13

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

29/5/13

Veena Sinha
29.5.13

force.

- 11.2.7 The **Developer** will ensure that the **Owners** are not held liable for any incident as enumerated in Article 11.2.6 above and in the event the **Owners** are held liable then the **Developer** shall ensure it will bear the entire cost of such litigation till such time the **Owners** are not absolved all liability under applicable law.
- 11.2.8 The **Developer** shall provide 30 (thirty) month construction warranty to the **Owners** from their possession date and the **Developer** shall immediately repair, overhaul any deficiency in the **Project** once notified of such defect by the purchaser and/or the **Owners**. However warranty of material used will be as per their Principal Vendor.
- 11.2.9 The **Developer** shall start work within three months after getting **Approvals of Plan**. This clause is mandatory for builder.

ARTICLE 12 : NOTICES

- 12.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, within 3 (three) Business days, (iii) if sent by airmail or registered mail, within 5 (five) Business days of being sent; or (iv) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this "**Agreement**".
- 12.2 Any **Party** hereto may change any particulars of its address for **Notice**, by notice to the other in the manner aforesaid.

ARTICLE 13 : GOVERNING LAW

- 13.1 This "**Agreement**" shall be governed and interpreted by, and construed in accordance with the laws of India. The courts at Patna shall have the jurisdiction to preside over disputes arising out of this "**Agreement**".

ARTICLE 14 : DISPUTE RESOLUTION

In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this "**Agreement**", or out of or in connection with the breach, or alleged breach of this "**Agreement**", such dispute shall be referred to arbitration under the **Arbitration and Conciliation Act, 1996**.

- 14.1.1 All proceedings in any such arbitration shall be conducted in English.
- 14.1.2 The arbitration award made by Arbitration Tribunal shall be final and

29.5.13

29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
DIRECTOR

Ant Kumar Singh
29.5.13

Veena Sinha
29.5.13

binding on the **Parties** and the **Parties** agree to be bound thereby and to act accordingly.

14.1.3 The award shall be in writing.

14.1.4 The provisions of this Article 14 shall survive the termination of this "Agreement".

ARTICLE 15 : MISCELLANEOUS

15.1 No Partnership: Nothing contained in this "Agreement" shall constitute or be deemed to constitute a partnership between the **Parties**, and no **Party** shall hold himself out as an agent for the other **Party**, except with the express prior written consent of the other **Party**.

15.2 Independent Rights: Each of the rights of the **Parties** hereto under this "Agreement" are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the **Party**, whether under this "Agreement" or otherwise.

15.3 Counterparts: This "Agreement" may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any **Party** may execute this "Agreement" by signing any one or more of such originals or counterparts.

15.4 Variation: No variation of this "Agreement" (including its **Annexures** and **Schedules**) shall be binding on any **Party** unless such variation is in writing and signed by each **Party**.

15.5 Assignment: No rights or liabilities under this "Agreement" shall be assigned by any of the **Parties** hereto.

15.6 Waiver: No waiver of any breach of any provision of this "Agreement" shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving **Party**.

15.7 Severability: If any provision of this "Agreement" is held invalid, unenforceable or prohibited by law, this "Agreement" shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any **Party** hereto to the others, and the remainder of this "Agreement" shall be valid, binding and of like effect as though such provision was not included herein.

15.8 Costs: Each **Party** will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this

[Handwritten signature]
29/5/13

[Handwritten signature]
29.5.13

[Handwritten signature]
DIRECTOR

[Handwritten signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

HIMALAYA HIRISE PRIVATE LIMITED

[Handwritten signature]
29/5/13

Veena Sinha
29.5.13

"Agreement".

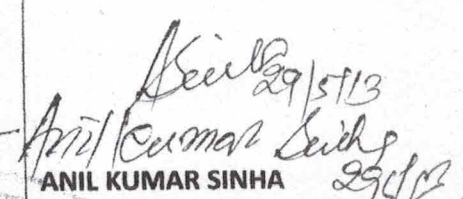
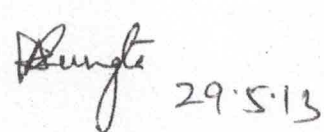
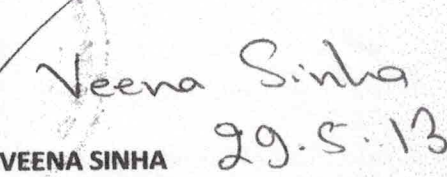
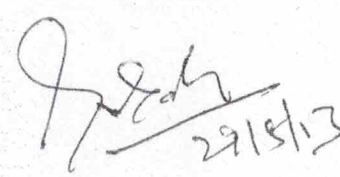
15.9 Supersession: Except as otherwise agreed between the **Parties**, this "**Agreement**" constitutes the entire "**Agreement**" between the **Parties** as to its subject matter and supersedes any previous understanding or "**Agreement**" on such subject matter between the **Parties**.

15.10 Specific Performance: This "**Agreement**" shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the **Parties**.

15.11 Survival: Notwithstanding anything contained in this "**Agreement**", the provisions contained in Articles 5, 13 and 14 of this "**Agreement**" shall survive after expiry of the Term of this "**Agreement**" or its prior termination, whichever is longer.

15.12 Extra Works / Deviations: Any extra works or deviations from **Standard Specifications** attached hereto and/or alterations as may be asked by prospective buyer of the **Developer's Share** will have to be paid by such prospective buyer. And if such extra works or deviations from **Standard Specifications** attached hereto and/or alterations is required by the **Owners** or by their prospective buyers in their share, the same will be paid by the **Owners** or by their prospective buyers. However, no differences (in any manner) will be paid by the **Developer** to anyone (in any manner)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS "AGREEMENT"
AS OF THE DATE FIRST HEREIN ABOVE WRITTEN

Signed and delivered for and on behalf of Owners (Land owners)	Signed and delivered for and on behalf of Developer Himalaya Hirise Private Limited
 ANIL KUMAR SINHA 29/5/13	 ARUN KUMAR RUNGTA (Director) 29.5.13
 VEENA SINHA 29.5.13	 GOPAL KRISHNA JHUNJHUN WALA (Director)

29/5/13

HIMALAYA HIRISE PRIVATE LIMITED
Director
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
Director

HIMALAYA HIRISE PRIVATE LIMITED
Director

SCHEDULE – 1

DESCRIPTION OF THE LAND BEING GIVEN FOR DEVELOPMENT UNDER THIS
"AGREEMENT"

A piece & parcel of commercial land, having a total area of 91.5 decimals (equivalent to 29.28 kathas of land), having been registered through two deeds of sale (Deed no 16957 dated 2.9.2009 & 16986 dated 3.9.2009) from M./S Bhawani Paper Mills Pvt Ltd, both deeds registered at sub registration office –Danapur and District Registration office-Patna, both are being detailed herewith to define separate schedule of both Land.

A) Details of the Land as per the registered Sale Deed No 16957 dated 2.9.2009.

All that piece & parcel of commercial land measuring an area of 88.5 decimals (Eighty eight point five decimals), situated at Mauza - Saidpur Mohammadpur alias Salempur Chautra , Pargana-Phulwari, Survey Thana – Danapur, P.S.-Danapur and District-Patna cadastral Survey Plot no 818 and 817 appertaining to Tauzi no. 5452 and 5736, Khata no.184 and 175 in Thana no. 51 within the jurisdiction of Gram Panchayat Raj Jamaluddinchak, sub registration office –Danapur and District Registration office-Patna Annual Ground rent Rs.8.75 paise besides cess payable to the Government of Bihar through the Circle Officer - Danapur vide Zamabandi No.245, having following boundary:

Boundary(As in Sale Deed No: 16957 dated 2.9.2009)

North : Pain

South :Bhawani Paper Mill Pvt. Ltd.

East : Part Plot of the 817 of Smt. Veena Sinha and Shri Anil Kumar Sinha

West : Pain

Boundary (present status of the aforesaid boundary)

North : WALMI CAMPUS

South : Plot of Asfak Rahman

East : Part plot of the 817 of Smt. Veena Sinha and Shri Anil Kumar Sinha

[Signature]
29/5/13

[Signature]
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
[Signature]
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
[Signature]
DIRECTOR

[Signature]
29/5/13

Veena Sinha
29.5.13

West : WALMI CAMPUS

B) Details of the Land as per registered Sale Deed No 16986 dated 3.9.2009.

All that piece & parcel of commercial land measuring an area of 3 (Three) Decimals, situated at Mauza - Saidpur Mohammadpur alias Salempur Chautra , Pargana-Phulwari, Survey Thana – Danapur, P.S.-Danapur and District- Patna cadastral Survey Plot No. 817 appertaining to Tauzi no. 5736, Khata no.175 in Thana no. 51 within the jurisdiction of Gram Panchayat Raj Jamaluddinchak, sub registration office –Danapur and District Registration office-Patna Annual Ground rent Rs.0.50paise besides cess payable to the Government of Bihar through the Circle Officer-Danapur vide Zamabandi No.245, having following boundary:

Boundary (As in Sale Deed number 16986 dated 3.9.2009)

North : Pain

South : Bhawani Paper Mill Pvt. Ltd.

East : Main Road

West : Part of Plot no.817 of M/S Bhawani Papers Mills Pvt Ltd.

Boundary (present status of the aforesaid boundary)

North : WALMI CAMPUS

South : Plot of Asfak Rahman

East : Main Road

West : Part of plot no 817 of Smt. Veena Sinha and Anil Kumar Sinha

Present Boundary of amalgamated entire Land of total area 91.5 decimal is as follows :

North: WALMI CAMPUS

South: Plot of Asfak Rahman

East: Main Road

West: WALMI CAMPUS

Note – Government Valuation is mentioned at M.V.R. Code – 173.

Government valuation of the property fully described in Schedule - I of this Deed is
88.5 Decimals @ Rs. 6,00,000/- = Rs. 5,31,00,000/- + 3 Decimals @ Rs. 6,00,000/- =
Rs. 18,00,000/- = Rs. 5,49,00,000/-

Handwritten signature
29.5.13

Handwritten signature
29.5.13

Handwritten signature
29.5.13

Handwritten signature
29.5.13

Handwritten signature
29.5.13

Handwritten signature
29.5.13

ANNEXURE A
STANDARD SPECIFICATIONS

1. Structure

R.C.C. Structure with 5" (Five inch) brick work in Cement mortar as per design & specification of structural consultant's.

2. Doors

- a. Door frames (Choukhats) of Hard Wood from Malaysia Sal/Season Sal
- b. Flush door Shutters Century/ Greenply / Alpro painted with two coats of synthetic enamel paint over coat of a wooden primer. Main door shutter will be 35mm thick others will be 30 mm thick. All doors shutter will be decorated by wooden beads.

3. Windows:

Wooden windows frame of Hard Wood from Malaysia Sal/Season Sal and windows shutter will be Gamahar, painted with two coats of synthetic enamel paint over coat of a wooden primer. 4 mm thick clear float glass will be used for window shutters Or of aluminum frame.

4. Flooring

Vitrified ceramic tiles (24"x24" -----), Somani/ Jhonson or any parallel company.

5. Kitchen

- a) Floor Ceramic tiles. Edge cut anti-skid (12"x 12" / 16"x 16" / 20"x 20")
- b) Working Platform Black/Red Granite.
- c) Dado 24" high Ceramic tiles above working platform.
- d) Steel Sink (24"x 18") with sink cock.

6. Bathroom:

- a) Flooring edge cut Antiskid Ceramic Tiles flooring (12"x12" / 16x 16)
- b) Dado 7' (seven feet) Height Ceramic Tiles (18"x 12") Somani/ Johnson or any parallel company.
- c) Sanitary ware White Glaze Vitreous Hindware/ Parryware etc.
- d) Fittings Chromium Plated C.P. Fittings Essco/Jaguar etc.
- e) Cistern White Acrylic/ Fiberglass Hindware etc.
- f) Provision for hot and cold water pipeline in shower with wall mixture and one tap (not fixture).
- g) One wash basin Hindware/ Parryware fitted with bottle trap
- h) EWC with jet will be provided in master bedroom and Indian Orissa Pan in other toilet.
- i) Hot and cold water pipe for one basin in master bathroom (mixture tap and angle cock will not be provided)

7. Drawing/ Dining Space

- a) One wash basin Hindware/ Parryware will be provided with bottle trap.

8. Electrical

[Handwritten signature]
29/5/13

[Handwritten signature]
Director
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
[Handwritten signature]
DIRECTOR

[Handwritten signature]
29/5/13

[Handwritten signature]
29.5.13

a) All internal wiring in copper conductors using PVC insulated copper wire of standard make company like as Havells/Finolex etc. with modular switches of havells/anchor/roma or parallel company.

b) One T.V. point with 5 Amp switch socket in all bedroom and drawing/ dining & One Telephone/intercom point (Not connection) will be provided in each Drawing / Dinning space.

Adequate lighting/ Power points, outlets provided in each flat. Fans and other fixtures not included.

In bedroom 16 Amp power plug for AC nearer to window.

One tube light point one bulb point one night lamp point one fan point and two numbers of 5 Amp. Socket with switches along with fan regulator.

In kitchen 16 Amp. Switch socket combined for MWO, 5 Amp switch socket each one for Mixer and for kitchen chimney and for water filter. One point for exhaust fan. One point for bulb/tube light.

In Bathroom 16 Amp. Switch socket combined for geyser and one point for exhaust fan, one point for bulb/ tube light.

In Drawing/Dining 16 Amp. Switch socket for AC, one tube light point one bulb point one fan point.

In Balcony one bulb / tube light one ceiling fan point.

9. Internal Wall finish:

All internal walls shall be finished with the wall putty including common area, car parking stair case etc.

10. External Wall finish

All external walls shall be painted with 2 coats of weather coat over one base coat of Asian /Burger etc. In case of commercial building face will be of permanent finish.

11. Lift

As required by architectural drawing of Otis/ kone.

12. Fire System

Well equipped with ISI mark of standard company as per Fire department advice with the order of Patna Municipal Corporation / plan sanction authority

13. Boring

Deep tube well by reverse system with KSB make submersible pumps with gravel packing. For each block separate boring with KSB submersible pump of sufficient capacity. As per the order of plan sanction authority the provision of rain water harvesting will be provided.

14. Single phase Two K.W. Electric connection will be provided for each flat / space at the cost of rupees 25000/ (twenty five thousand). However, for flats/units of **Owner's Share** this will be provided at the cost of rupees 10000/- (ten thousand only) per flat/space. For ten flats of owners share this will be provided free of any cost, if required by the **Owner**, for four flats out of these ten flats three phase electric wiring will be provided.

15. Five hundred watts power backup from ISI marked silent generator (Kirlosker/Cummins make) will be provided for each flat/space through automatic change over switch at the cost rupees 40000/ (Fourty thousand). For flats/units of **Owner's Share** this will be provided at the cost of rupees 30000/- (thirty thousand only). For ten flats of owners share this will be provided free of any cost.

16. Fittings

Handwritten signature and date 29/5/13

Handwritten signature and date 29.5.13

HIMALAYA HIRISE PRIVATE LIMITED
Handwritten signature
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED
Handwritten signature
DIRECTOR

Handwritten signature and date 29/5/13
Ajit Kumar

Veena Sinha
29.5.13

All doors, windows fittings will of aluminum and of standard make wherever necessary.

Safety chain & Magic eyes for Main Doors.

17. Stair case

Flooring shall be of marble with green marble border in residential area and of Kota stone in commercial area.

Lobby -Corridor Area flooring shall be of marble finish in residential area and of Kota stone in commercial area.

18. Lift front wall

Granite finish all floors.

19. Reception counter

It shall be with Granite or Marble finish.

20. Car parking and driveway flooring

Crazy flooring at Car Parking Area.

21. Cement and steel

Mahavira / Magadh or of parallel company and of standard make.

Cement of JP/Birla/Ultratech or of parallel specification.

Jeetendra
29/5/13

Bunty
29.5.13

Anil Kumar Singh
29/5/13

Neena Sinha
29.5.13

HIMALAYA HIRISE PRIVATE LIMITED

Bunty
DIRECTOR

HIMALAYA HIRISE PRIVATE LIMITED

Jeetendra
DIRECTOR

