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झारखण्ड JHARKHAND

06AA 366648



DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 12th day of ,August 2016
at Bishop's House, Diocesan Center, Bhagalpur- 812001.

BETWEEN

**Bhagalpur Diocesan Trust Association (B.D.T.A), CIN-
U91910BR1944GAP000053 (PAN-AAATB7795H) company
incorporated under the Indian Companies Act, having its registered
Office, address P.o Champapur, Bhagalpur. Through its Chairman The Most
Rev. Philip pehembur Marandi, Adhar No. 632426431802, S/o late
John Marandi, Address: Church Mission Compound, Radha Rani Singh
Road, Adampur, Bhagalpur. (II).Seceratory-Mr.Dipak Kr. Mandal,
Adhar No. 519511227839, S/o - Late. Manoranjan Mandal address- Post-
Pachamba, P.S.- Giridih, Dist Giridih, Jharkhand- 815316
(hereinafter called the LAND OWNER) of the FIRST PART.**

f. Marandi
Chairman
Bhagalpur Diocesan Trust Association

f. Mandal
Secretary
Bhagalpur Diocesan
Trust Association

For Roma Enterprises Pvt. Ltd.
[Signature]
Director

AND

M/s Rema Enterprises Pvt. Ltd. (PAN No: AADCR6693Q) CIN NO: U45203JH2007PTC012849 represented through its Director Mr. Solomon Rajshekhar John, Adhar No. 255228437167 S/o Late B.C. John, residing at Bishop's Westcott Girls school, Namkum, Ranchi, Jharkhand (hereinafter called the DEVELOPER) of the **OTHER PART**


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Bhagalpur Diocesan Trust Association


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Bhagalpur Diocesan
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For Rema Enterprises Pvt. Ltd.


Director

WHEREAS anything repugnant to the subject or context the term FIRST PARTY and SECOND PARTY shall mean and include their respective legal heirs, successor, assigns, agent, legal representatives.

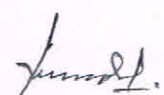
WHEREAS Christ Mission Bhagalpur, Diocese of Patna, his Holding trust Company, Bhagalpur Diocese Trust Association is the owner absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of free hold land bearing under Khata No. 1068, Khesra No. 1373 KA to P, 1374 K to U, 1375, K to PH, area of 4.8415 Hectare, Situated at Jagdishpur, Mahatma Gandhi Path Mahalla/P.S Adampur, Dist. Bhagalpur in ward no. 23, Holding no. 184, under Bhagalpur Municipal Corporation with peaceful possession over the same.

AND WHEREAS the FIRST PARTY has its Memorandum of Association and according to the Claus 3(d) of the Memorandum of Association the FIRST PARTY is entitled to purchase, take on lease or otherwise acquire, hold, manage, let, sell, exchange, mortgage or otherwise dispose the properties.

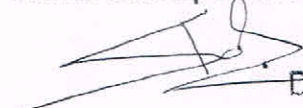
AND WHERE AS the XIXth Diocesan Council of The Diocese of Patna in its meeting held from 9th to 12th May 2016 has resolved that the Christ mission Compound at Adampur, Mahatma Gandhi Path, Khersra No. 1068 Bhagalpur and Viable lands in the Diocese be utilized as a source of income for the Diocese.


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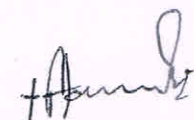

Director

AND WHEREAS with reference to the resolution of the Diocesan Council the management committee of the Bhagalpur Diocesan Trust Association in the meeting held on 15.06.2016 passed resolution for the construction of multistoried commercial building over 1.05 Acre out of 4.8415 Hectare, of land out of Khata No. 1068, Khesra No. 1373 and shop/unit/office premises in the complex to the parties concerned. And it has resolved, an unanimous decision has taken by the Bhagalpur Diocesan Trust Association to authorized to developer, M/S Rema Enterprises Pvt. Ltd. for further sanction the map from Bhagalpur Municipal Corporation for sign the agreement with developer.

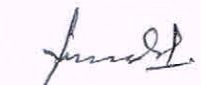
AND WHEREAS the developer is engaged in the business of promotion, development and construction of real estate and is well established in this business for the last many years.

AND WHEREAS the Developer has inspected the documents pertaining to title of owner and also verified the possession of owner of the First Schedule property and after having satisfied himself about the title and possession of owner, the Developer is desired to develop the land into a multistoried commercial complex.

AND WHEREAS, as per plan and offer submitted by DEVELOPER, the OWNER has agreed **REMA ENTERPRISES PVT. LTD.** to develop the said property by constructing a new multi-storied commercial building thereon as per plan

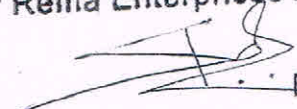

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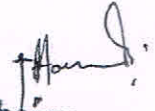
sanction by Bhagalpur Municipal Corporation (BMC in Short) and to sell the portion of the built up area are known as Developer's Allocation in lieu of the OWNER allowing it to develop the said property and to sell the Developer's allocation, the Developer has agreed to allocate to the OWNER's Allocation.

The Owner Have agreed to grant to the Developer and agreed to accept from the Owner the exclusive rights of development of the above said landed property on CONVERSION BASIS upon the terms and subject to the conditions herein recorded.

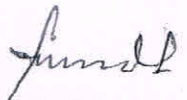
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND DEVELOPER HERETO AS FOLLOWS :-

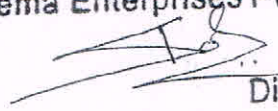
ARTICLE - 1 Definitions.

- 1.1 Owner shall mean and include the owner of the land property and his executors, administrators, representative, heirs, Successor in interest.
- 1.2 developer shall mean the said **M/s REMA ENTERPRISES PVT. LTD.** and the Directors thereof or any other person who may subsequently be admitted to the company and its successors or successor in office assigns and the respective heirs of the Directors.
- 1.3 **Land property** - Land property shall mean all that piece and parcel of land being more particularly described in first schedule below.
- 1.4 **Building** - C.N.I Diocesan Complex Building shall mean the building to be constructed on the land property in accordance with the plan to be sanction by the competent Authority.


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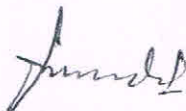
For Rema Enterprises Pvt. Ltd.

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- 1.5 **Commercial Shop/Unit/Office** - Commercial Shop/unit/office shall mean a covered space.
- 1.6 **Parking space** - it shall mean any place in open area or covered area reserved for parking of vehicle as per sanctioned plan.
- 1.7 **Common Facilities** :- Common facilities and amenities shall include corridors, stairways, passage ways, lifts, drive ways, pump room, tube well, over head tank, water pumps other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building including the terrace of the building more particularly described in Third Schedule below.
- 1.8 **Common expenses** :- It shall mean and include a proportionate share of the cost, charges and expenses for working, maintenance, upkeep, repairs, replacement of common parts and common facilities including proportionate share of municipal and property tax and other taxes and levies and related to or connected with said building and land property more particularly described in the Fifth Schedule.
- 1.9 **Saleable space** - It shall mean the space in the building available for Developer as Developer's allocation for independent use and occupation after making due provisions for Owner's allocation and common facilities and the space required thereof.
- 1.10 **Owner's allocation** - it shall be the constructed area in form of Commercial Complex/Shop/Office undivided proportionate share in land, parking space and common amenities in the aforesaid building as per



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specifications mentioned in Second Schedule below enclosed herewith and agreed upon by the owner.

1.11 Developer's allocation - it shall mean the total constructed area in the aforesaid building together with the right, title, interest in common facilities and amenities including the right to the user thereof and also the vehicle parking space available at the said premises after providing for owner's allocation as per terms and condition envisaged in these present mentioned in schedule.

1.12 Transfer - Transfer with its grammatical variations shall include transfer by voluntary handing over the possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied commercial complex building to purchaser thereof although the same may not be within the definition of the terms given in the transfer of property Act or other enactments.

1.13 Transferee - It shall include any natural or juristic person like company, association or persons competent to enter into contracts and to whom any space in the building has been transferred.

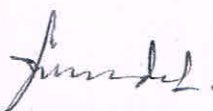
1.14 Built up area - Built up area shall mean and include the carpet area of land allowed for commercial shop/unit/office and all wall area of commercial shop/unit/office.

1.15 Nominee - Nominee shall mean the nominee of the Developer that is intending purchaser of Commercial space and shall include their legal heirs, successors, legal representatives, assigns and administrators.

1.16 Words importing singular shall include plural and vice-versa.



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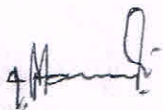
1.17 Words importing masculine gender shall include feminine and neuter genders, like wise words importing feminine genders shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

ARTICLE - II Commencement

This Agreement shall be deemed to have commenced with immediate effect. Developer agreed and deposited **Rs. 5 Lac (Five lacs Only)** by Cheque No.000103 HDFC Bank Dated 03 August 2016 as a security deposit from the date of signing of Agreement.

ARTICLE - III the Scheme

1. That the owner of premises have at the time of execution of this deed handed over peaceful and vacant possession of the said premises and have hereby authorized the Developer to proceed on the work of the project for Commercial complex and shall be known as "**C.N.I Diocesan Complex**".
2. That the Developer will invite and select purchaser (s) agreeing to acquire on an ownership basis of Commercial Shop/Space Office in the building on the landed property more specified in the Schedule one. Developer would construct commercial complex along with other common parts, common amenities and common facilities appertaining to the same.
3. The Developer shall get necessary plans sanctioned from proper authority and owner hereby empower the Developer to sign any document required for sanction of plan.
4. After the delivery of the possession of all the commercial shop/office in



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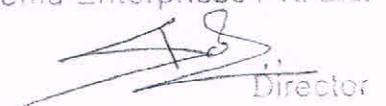
Bhagalpur Diocesan Trust Association



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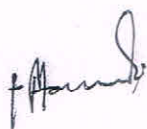
the aforesaid building by the Developer to the owner and to the Developer's purchaser/purchaser(s), they shall enjoy all the rights and privileges and will be subjected to the same liabilities as other shop owner as provided in the Building.

ARTICLE - IV Developers right

1. The Owner hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the building and transfer the same by entering into agreement for transfer or construct in accordance with the plan to be sanctioned by the sanctioning authority with or without amendment and/or modification made or caused by the Developer.
2. The Developer shall be entitled to prepare, modify or alter the plan and to submit the same for its sanction at its own costs and the Developer shall pay and bear all fees including Architect's fee charges and expenses required to be paid or deposited for obtaining the sanction of the competent authority and for the construction of the building at the said premises provided however that the Developers shall be exclusively entitled to refunds of any or all payments and/or deposits made by the Developer.

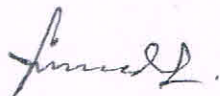
Article - V

1. In consideration of the owner having agreed to permit the Developer to commercially exploit the said land and construct, erect and complete the building on the said premises as a whole the Developer agrees.
 - a) To prepare and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation design and sanction of the



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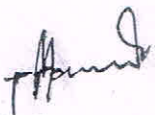
Director

plan.

- b) At its own cost to obtain all necessary permissions and/or approvals and/or consents from the appropriate authority for the construction of Building.
- c) To pay all costs of supervision of the development and construction of the owner allocation in the building at the said premises.
- d) To bear all costs charges and expenses for construction of the building at the said premises.
- e) To allocate to the owner allocation of the constructed area in the building to be constructed at the said premises [hereinafter called the owners allocation as per the owners allotted share and it shall not be changed/inter-changed] what the comes of the owner.

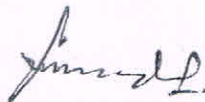
ARTICLE - VI Owner's Allocation

1. The Developer shall at its own costs construct, create and complete in all respect the said building and shall allocate to the owner commercial area 45% of built-up area the total area constructed in the aforesaid building as mutually agreed upon the said building allotted to the owner of his 45% share by the developer and 45% parking . **(details mentioned in Second Schedule) below.**
2. It is agreed between the parties that the owner shall have no interest in the undivided proportionate share in land or the share in building except the share particularly described in Schedule Two. It is clearly understood that all the cost including the cost of the building proportionate share of land or any



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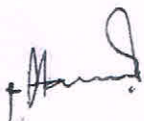
other cost shall be paid to the Developer by the purchases of the **Commercial Shop/Unit/Office** although the sale deed shall be executed by the owner in favour of the purchasers who shall be nominee or nominees of the developer only after the owner gets his share of his allocation with full satisfaction and as per terms and conditions of this agreement. In the event the developer intends to construct further more floors the owner shall be entitled for her share as mutually agreed of that proposed construction which will be in accordance to building bye-laws.

3. Save and except in respect of owner's allocation in form of right over shop/office the easement, quasi easements, benefits, privileges and advantages and undivided proportionate share in land more particularly described in schedule six in common to conferred in favour of the owner none among the owner shall have any claim or right of any nature in other shop/office floor spaces and area of the said property and/or said building adjoining above or beneath of his.

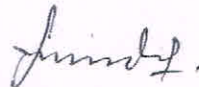
ARTICLE - VII, Developer's Allocation

1. In consideration of the above, the Developer shall be entitled to the space in commercial building to be constructed at the land property together with the proportionate undivided share in land in the said building after providing to the owners allocation as provided in article-VI herein above and the Developer shall be entitled to enter into agreement for sale and transfer the Developers allocation and to receive realize and collect all moneys in respect his share **as per details mentioned in Second Schedule.**

2. The Developer shall be entitled to mortgage charge or to deal with



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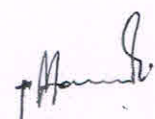
Director

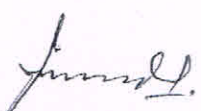
the Developer's allocation and the right, title, interest under this agreement.

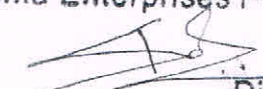
3. The OWNERS shall not, during the subsistence of this Agreement enter into any agreement with respect to the said property with any third person nor shall they create any encumbrances over the same.

4. The OWNERS assures the DEVELOPERS that there is no existing agreement regarding the development or sale of the said property and that the said property is free from all encumbrances, charges and liens, and that they the OWNERS, have absolute Authority, perfect title and indefeasible title over the said property.

5. The OWNER agree that he will execute and give a separate POWER OF ATTORNEY in favor of the Developer or his nominee so that no hindrance or Obstruction in execution of the construction of the proposed Building subject of this agreement occurs and shall give absolute right to sell the **55 % of the total Constructed Area in Commercial Part and car Parking Part** of the proposed building on the Schedule A land along with Proportionate share of land except OWNERS share **45% of the total Constructed Area in Commercial Part and Car Parking Part**. However, the Developer does hereby covenant with the Owners that the provision of this agreement shall govern the aforesaid power of attorney.


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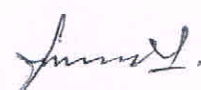
ARTICLE - VIII, Force Majeure

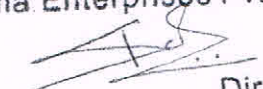
1. The developer shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike lockout and/or any other act commission beyond the control of the Developer.
3. In case of, any unforeseen consequences, the OWNER will provide to the DEVELOPER an extra time period of **12 Months** for the completion of the said project.

ARTICLE - IX, Miscellaneous

1. The owner and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the developer and the owner or as a joint venture between the parties hereto in any manner or shall the parties hereto constitute as an association or persons.
2. It is understood that from time to time to facilitate the construction of the building by the developer and transfer of Shop/unit/Office various deeds matters and things not herein specified may be required to do done by the Developer and for which the Developer may need the authority of the owner and various applications and other documents may be required to be signed


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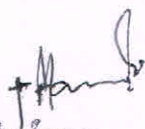

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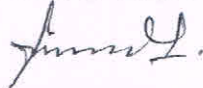
or made by the owner to which specifically provisions may not have been mentioned herein. The owner hereby undertake to do all such acts deeds matters and things that maybe reasonably required to be done in the matter and owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such deeds matters and things do not in any way infringe on the rights of the owner and/or go against the spirit of this agreement.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available deemed to have been served on the owner if delivered by hand and/or registered post and duly acknowledged or sent by pre-paid registered post with acknowledgement due and shall like wise be deemed to have been served on the developer if delivered by hand or sent by pre-paid registered office of the Developer.

4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the owner of the land property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license to the developer to residentially exploit the same in terms thereof provided however, that the Developer shall entitled to borrow money from any Bank or banks or other financial institutions without creating any financial liability of the owner or affecting their estate and interest in the land property and building and it being expressly agreed and understood that in no event the owner shall be responsible and/or be made liable for payment of any dues of such bank or banks or institutions an for that purpose the Developer shall keep the owner indemnified against actions suits proceedings and costs,


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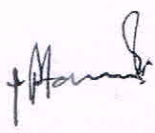

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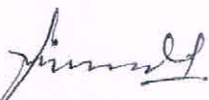
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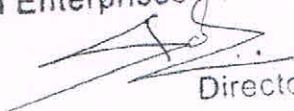
Director

charges and expenses in respect thereof.

5. At and from the date of completion of the Shop/unit/Office and/or its transfer the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space.
6. There is no existing agreement regarding the development or sale of the said premises and that all other arrangement/agreement if any prior to this agreement have been cancelled and are being superseded by this agreement.
7. That it is clearly agreed between the parties that in the sale deed executed by the owner in the favour of Developer or his nominee/nominees all the consideration amount for the Shop/unit/Office shall be actually paid to the Developer. In case the Developer ask the intending purchaser to pay to owner certain amount on the time of execution of the sale deed or at any intermediate time the same amount shall be paid to the owner for the Developer or their nominees.
8. The owner shall, from the date of taking possession maintain the said Shop/Office at their own cost in a good and tenantable condition and shall not do or cause to do anything in or to the said building or thereof which may be against the bye-laws or local authority or any of the statutory bodies of which may cause hardship to other co-occupants, alter or make additions in or above the said building or part thereof.
9. The building shall be completed within 03 years from the date of plan by sanctioning authority subjected to force or majeure clause above.
10. The parties agree that the project has to be completed within 36


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months from the sanction of the map of the building. Time is the essence of the contract.

11. The taxes, land revenue and electricity etc. will be borne by the Developer from the date of vacation of the existing house by the owner till the possession of owner commercial shop/office space is given.
12. The owner shall not be responsible for any fines or levies imposed by Sanctioned Authority on the Developer due to any variation or deviation in the construction of the aforesaid building during construction and post construction in future.
13. That the OWNERS do hereby agree and confirm that he/she/they/will be liable for payments of any kinds of taxes e.g. Service Tax, Sales Tax, Income Tax etc. as imposed by the Government in future or already imposed by the government or as applicable & enforced by the Authority in respect of his/her/their Shares of units in the proposed building in pursuance to this agreement.

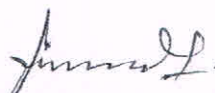
ARTICLE - X Legal procedures

1. It is hereby expressly agreed by and between the parties hereto that it will be the responsibility of the owner only to defend all actions and proceedings in respect of the title of the aforesaid land property.
2. The owner has handed over all the relevant documents regarding title, possession taxes and other legal papers concerning the land properties referred above. The owner shall not do any thing wherein the construction of the building be delayed or impede in any manner whatsoever due to any action whatsoever on the part of the owner. If the Developer abandons the



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project or delay the construction for some unnecessary reason then the owner will be entitled to cancel this agreement, appropriate the property and the materials lying there, if any and the Developer may not raise any objection.

3. Courts of Bihar District Bhagalpur will alone have the jurisdiction in all legal matters arising out of or concerning this transaction and the parties of this Agreement shall be bind and governed by the Arbitration Act, 1996.

4. Both parties shall have to abide by all the terms and conditions mentioned herein.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals in presence of witnesses.



Chairman

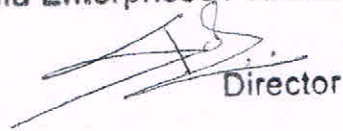
Bhagalpur Diocesan Trust Association



Secretary

Bhagalpur Diocesan
Trust Association

For Rema Enterprises Pvt. Ltd.



Director

WITNESSES :-

1)

Rev. Francis Hansda
 REV. FRANCIS HANSDA
 S/O MR. SIMON HANSDA
 Christ Church Compound
 Chantaghar Bhagalpur

2)

Anvrit Prasad
 Anvrit Prasad
 Fol. Agadhyg Enclave
 Dipateli, Ganch. 834003

3)

OWNER

The Most Rev. Dr. Philip P. Marandih

1) The Most Rev. Dr. Philip P. Marandih
 Chairman, BDTA

Mr. Dipak Kr. Mandal

2) Mr. Dipak Kr. Mandal
 Secretary, BDTA

Secretary
 Bhagalpur Diocesan
 Trust Association

DEVELOPER

For Rema Enterprises Pvt. Ltd.

Mr. Solomon R. John

1. Mr. Solomon R. John, Director
 M/s Rema enterprises Pvt. Ltd.

Director

The First Schedule above referred to (Land Property)

All that piece and parcel of land measuring an area 1.05 acre out of 4.8415 Hectare, land bearing under Khata No. 1068, Khesra No. 1373 KA to P, 1374 K to U, 1375, K to PH, Situated at Jagdishpur Mahatma Gandhi Path mahalla/P.S Adampur, Dist. Bhagalpur in ward no. 23, Holding no. 184, under Bhagalpur Municipal Corporation

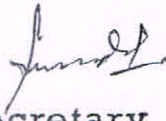
Butted and bounded as follows :-

- a) East : Christ Church School Road
- b) West : Radha Rani Sinha Road
- c) North : Building Govt.
- d) South : M. G. Path.



Chairman

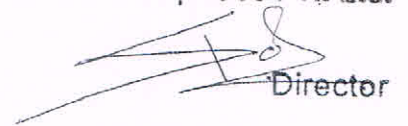
Bhagalpur Diocesan Trust Association



Secretary

Bhagalpur Diocesan
Trust Association

For Rema Enterprises Pvt. Ltd.



Director

Abstract Second schedule above referred to Owner's and Developers' Allocation. Bhagalpur, Bihar. { 45% - 55% }

Sl.No.	Floors	Nos of Shops	COM. AREA	B/U AREA	C/U AREA	SL. AREA	TOTAL AREA
1	GROUND FLOOR		2520.00			12531.00	
	DETAIL'S						
	Owner's Allocation	1			289.00		
	Owner's Allocation	2			1537.00		
	Owner's Allocation	3			1575.00		
	Owner's Allocation	4			1614.00		
					5015.00		
	Developers Allocation	5			1654.00		
	Developers Allocation	6			1706.00		
	Developers Allocation	7			1464.00		
	Developers Allocation	8			1325.00		
	Developers Allocation	9			1367.00		
					7516.00		12,531.00
2	FIRST FLOOR		4036.00			11666.00	
	DETAIL'S						
	Owner's Allocation	1			781.00		
	Owner's Allocation	2			1252.00		
	Owner's Allocation	3			1302.00		
	Owner's Allocation	4			1340.00		
					4675.00		
	Developers Allocation	5			1379.00		
	Developers Allocation	6			1312.00		
	Developers Allocation	7			4300.00		
					6991.00		11,666.00
3	SECOND FLOOR		4036.00			11666.00	
	DETAIL'S						
	Owner's Allocation	1			781.00		
	Owner's Allocation	2			1252.00		
	Owner's Allocation	3			1302.00		
	Owner's Allocation	4			1340.00		
					4675.00		
	Developers Allocation	5			1379.00		
	Developers Allocation	6			1312.00		
	Developers Allocation	7			4300.00		
					6991.00		11,666.00
4	THIRD FLOOR		3238.00			12610.00	
	DETAIL'S						
	Owner's Allocation	1			781.00		
	Owner's Allocation	2			3188.00		
	Owner's Allocation	3			1619.00		
					5588.00		
	Developers Allocation	4			2722.00		
	Developers Allocation	5			4300.00		
					7022.00		12,610.00
4	FOURTH FLOOR		3238.00			12610.00	
	DETAIL'S						
	Owner's Allocation	1			781.00		
	Owner's Allocation	2			3188.00		
	Owner's Allocation	3			1619.00		
					5588.00		
	Developers Allocation	4			2722.00		
	Developers Allocation	5			4300.00		
					7022.00		12,610.00

[Signature]
Chairman

Bhagalpur Diocesan Trust Association

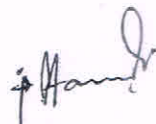
[Signature]
Secretary

Bhagalpur Diocesan
Trust Association

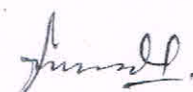
For Rema Enterprises Pvt. Ltd.
[Signature]
Director

Third Schedule above referred to (Common Facilities)

1. The foundation, columns, beams, corridors, stairs, stairways, landing entrances and exists.
2. Pump installations pump room and room for staff or workers if any.
3. Common passages, drive ways, parking areas, if any.
4. Tube well, water pump, water tank or reservoir, water pipes and other commons plumbing installations.
5. Electrical wiring meters and fixtures (excluding those as are installed for any particulars shop/office.)
6. Drainage, sewerage and drain water pipe lines.
7. Boundary including outer side wall of the said building and the main Such other common parts, areas, equipments installations, fixtures, fittings covered and open space in or about the said building as are necessary for passage to other user and occupancy of commercial shop/office space in common and as are easement of necessity or the building but excluding car parking space and areas.
8. Complete terrace of the building and open area around the building.

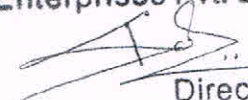

Chairman

Bhagalpur Diocesan Trust Assoc. Ltd.


Secretary

Bhagalpur Diocesan
Trust Association

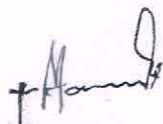
For Rema Enterprises Pvt. Ltd.


Director

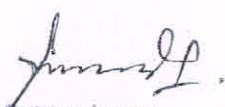
The Fourth Schedule above referred to

(Common expenses)

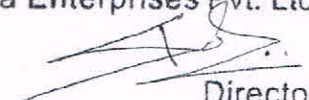
1. The expenses of administration, maintenance, repair replacement of the common area and equipment and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, enhance, staircase, landings, gutters, rain water pipes, motor pumps tube well, wring and installation sewers, drains and all other common parts fixtures, fittings and requirements in under or upon the building enjoyed or used in common by the owner, intending purchasers, co-purchasers or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance, passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The cost of working repairs, replacements and maintenance of pumps tube wells and other plumbing works including all or any services charges for services rendered in common to all occupiers.
4. Municipal taxes and other taxes and other outgoing etc. Insurance of building against earthquake, fire, mob damages and civil commotion etc.
5. All electrical charges payable in common for the common portions of the said building.
6. All such expenses including printing and stationary also all including expenses incurred in respect of any dispute with Sanctioned Authority or any others local authority, Govt. insurance company or any other persons in relation to or be deemed by the building or any ad-hoc committee or


Chairman

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Secretary
Bhagalpur Diocesan
Trust Association

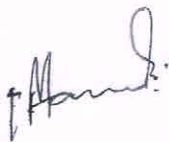
For Rema Enterprises Pvt. Ltd.


Director

association of the occupiers to be necessary or incidental to the maintainers and upkeep of the said building.

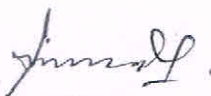
The Fifth Schedule above referred to

1. The intending purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to the said building or therewith usually held, used occupied or used or enjoyed or reputed or known as part or parcel thereof appurtenances.
2. The right to way in common as aforesaid into and upon all common passages/driveways, entrance at all times for all purposes connected with the reasonable use and enjoyment of the said shop/office
3. space and comprised within the said building and property always and it is hereby declared that nothing herein contained shall permit the purchaser or persons deriving title under the purchaser and/or his//her/their/its servants and employees invites to obstruct in any way by vehicle, deposit or materials, rubbish or other free passage of other persons including the vehicle property entitled to such rights of the ways as aforesaid along with the common passages, driveways and entrance as aforesaid.
4. The right of protection of the said building space by or from all others parts of the building and property so far as they protect the same.
5. The right of flow in common as aforesaid of electricity, water and waste or soil from lacing or cleaning, any part or parts of the said commercial shop/office space so far as such rebuilding replacing, repairing or cleaning as aforesaid cannot reasonably be carried out without such entry and in all such



Chairman

Bhagalpur Diocesan Trust Association



Secretary
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For Rema Enterprises Pvt. Ltd.



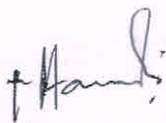
Director

cases except in emergent situations upon giving 48 hrs. previous notice in writing of the purchasers intention so to enter to the Developers/owners/co-purchasers/occupiers property entitled to the same.

The Sixth Schedule above referred to above.

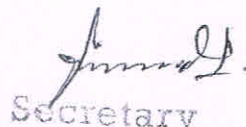
The under mentioned rights, easements, quasi, easements and privileges appertaining to the said commercial shop/office shall be expected and be reserved up to the developer and other co-purchasers and/or occupiers of the other part of parts of the said building.

1. The right to flow in common with the purchasers and other persons aforesaid, of electricity, water soil or water from one part (other than the said commercial shop/office) to the other part of the said building through pipes, drains, wires lying or being in under through or over the said commercial shop/office and so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other parts of the building.
2. The right of protection of other part/parts of the said building or all parts of the commercial shop/office as fast as the same can or does normally protected.
3. The right as would otherwise become vested in the purchaser by means of any structural alteration to the said commercial shop/office or otherwise in any manner to lesson of diminish any support enjoyed by other parts/part of the said commercial building.



Chairman

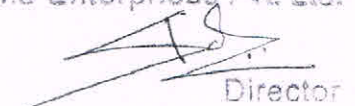
Bhagalpur Diocesan Trust Association



Secretary

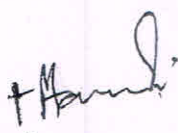
Bhagalpur Diocesan
Trust Association

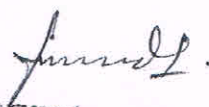
For Rama Enterprises Pvt. Ltd.



Director

4. The right to enter with or without workmen and necessary materials from time to time upon the said commercial shop/office for the purpose of rebuilding repairing, cleaning or replacing so far as may be necessary such pipes, drains, wires as aforesaid provided always that save in case of emergency the developer, co-purchaser and occupiers of other part or parts of the said commercial building shall give to the intending purchasers at prior 48 hrs. written notice of its or their intention for such entry as , aforesaid

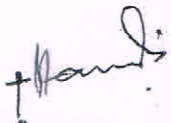

Chairman
 Bhagalpur Diocesan Trust Association

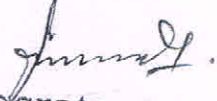

Secretary
 Bhagalpur Diocesan
 Trust Association


For Rema Enterprises Pvt. L
Director

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Specification of the building)

- Building** : Reinforced cement concrete framed building.
- Flooring** : Tiles flooring throughout
- Walls** : Red brick masonry 10"thick, partition 5"thick with cement, sand plastering both sides.
- Office Doors** : Steel Doors frame with flush door.
- Toilets** : One European Commode, Basin, acrylic/fiberglass cisterns and white vitreous china sanitary make. 5 feet high ceramic tiles with laying of pipes.
- Sanitary fittings** : All fitting of standard make.
- Electrification** : Concealed PVC conduit pipe wiring with copper cables and ISI make electrical accessories providing adequate number of light and fan points.
- Lift** : A five person auto/operator operated lift of any good make to be provided.


 Chairman
 Bhagalpur Diocesan Trust Association


 Secretary For Rema Enterprises Pvt. Ltd.
 Bhagalpur Diocesan Trust Association


 Jor

WITNESSES :-1) *for Account*

REV. FRANCIS HANSDA
S/o MR. SIMON HANSDA
Christ church compound
Ghautghar Bhagalpur.

2) *Arasat*

Amrit Prasad
F.O.P. Ayedhyg Enclave
Dipatole
Ranch. 834009

3)

OWNER*+ Arasat*

1) The Most Rev. Dr. Philip B. Marandih
Chairman, BDTA

Chairman
Diocesan Trust Association
Bhagalpur

Arasat

2) Mr. Dipak Kr. Mandal
Secretary, BDTA

Secretary
Bhagalpur Diocesan
Trust Association

DEVELOPER

For Rema Enterprises Pvt. Ltd.

[Signature]

Director

1. Mr. Solomon R. John, Director
M/s Rema enterprises Pvt. Ltd.