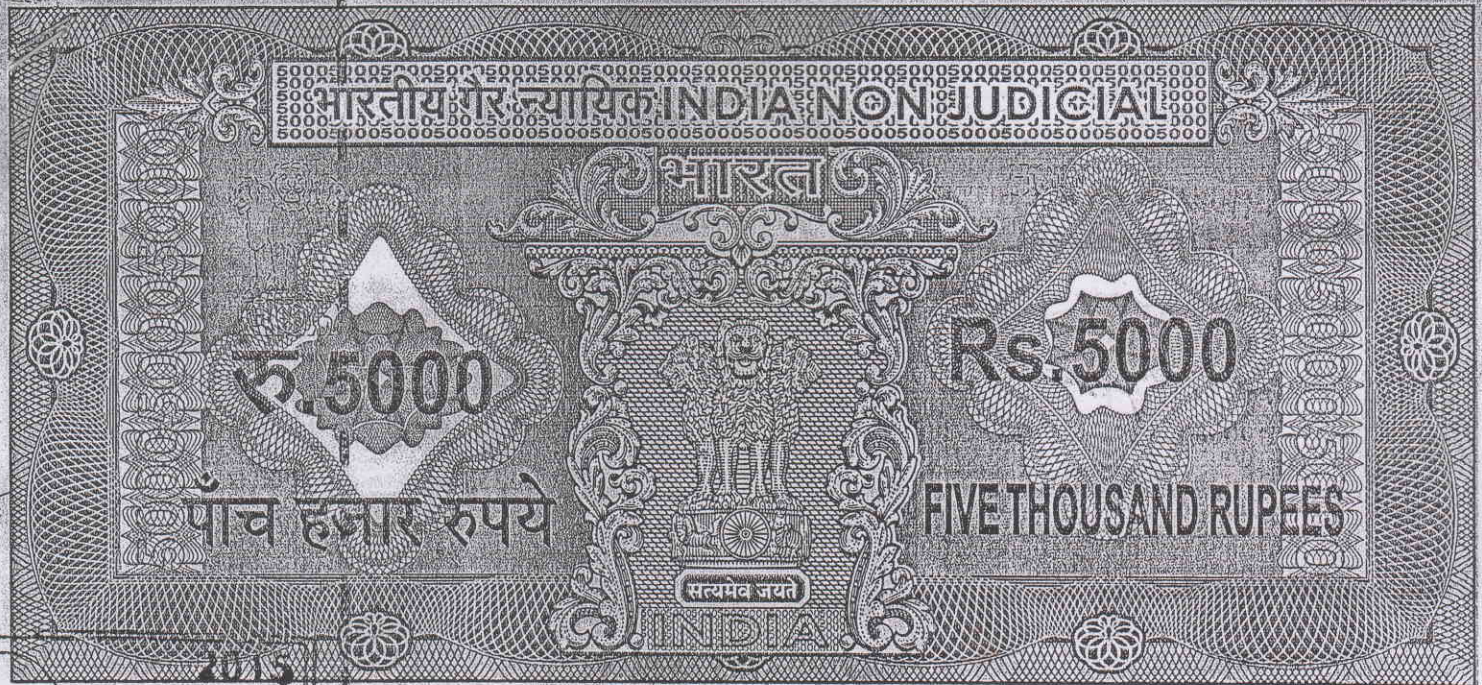




बिहार BIHAR

1 Use No. 10922

बिहार सरकार
भागलपुर

8776

19.10.15

मेसर्स अनिल कुमार सिंह & सा. लि.

मालिक-सका

बिहार, भागलपुर

813963

Deed No. 10847

Govt. of Bihar

District Registry Office, Bhagalpur

Summary of Endorsement

Syed Akbar Ahmed
Stamp Ward at
Court Compound, Bhagal
L.No.-775

This document was presented for registration on 27/10/2015 by Indu Bala Singh.
A Stamp Duty of Rs. 28600/- and other Fees of Rs. 21845/- have been paid in it.

The document was found admissible. The Names, Photographs, 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. 10847 in Book No. 1 Volume No. 160 on pages from 378 to 404 and has been preserved in total 27 pages in C.D. No. 25, Year 2015.

Date: 27/10/2015

Tol. No. 11597/2015

Signature with Date
(Satya Narayan Choudhary)
Registering Officer, Bhagalpur

SCROLL CHECKED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Bhagalpur
on this 27th day of October 2015.

BETWEEN

(1) Smt. Indu Bala Singh,

Abhijeet Buildtech Pvt. Ltd.
Authorized Signatory

ABHIJEET BUILDTECH PRIVATE LIMITED

District Registry Office, Bhagalpur							
Token Number 11590		Reg. Year 2015		Serial Number		Deed Number	
PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kumar Abhijeet						
Sig.							
Executant	Anil Kumar Singh						
Sig.							
Presented By	Indu Bala Singh						
Sig.							
Executant	Indu Bala Singh						
Sig.							
Identified By	Rakesh Kumar Yadav						
Sig.							

[illegible]

Lover

age 51 years, wife of Sri Anil Kumar Singh, (2) Sri Anil Kumar Singh, age 61 years, Son of Late Mahendra Prasad Singh, both residents of village Tetia, P.O Tetia Bamber, P.S Haveli Kharagpur, District Munger (Monghyr) hereinafter called and / or referred to as "OWNERS" (which expression shall unless repugnant to the context or meaning thereto, mean and include their heirs, administrators, executors, assigns, legal representatives and / or successors-in-interest) of THE FIRST PARTY.

AND

M/S. ABHIJEET BUILDTECH PRIVATE LIMITED., PAN- AANCA1217H a company incorporated under the companies Act 1956 having its registered office at Manik Sarkar Ghat Road, Behind Deep Prabha Cinema, Bhagalpur-812001 through its Managing Director, Sri Kumar Abhijeet, age 35 years, son of Sri Mritunjay Narayan Singh, residing at resident of Flat no.501, Gulmohar Apartment, Manik Sarkar Ghat Road, Bengali Tola, Bhagalpur hereinafter referred to as the " DEVELOPER " (which expression shall unless repugnant to the context or meaning thereto mean and include its administrative, executors, assigns, legal representative, and / or successors-in-interest) of the SECOND PARTY.

WHEREAS

(A) Smt. Indu Bala Singh is the owner of a plot of land admeasuring 2500 square feet situated in Mauza Bahadurpur, P.S. Zero Mile, Anchal Sabour, District Bhagalpur and her name stands recorded in the records of the State of Bihar at

Abhijeet Buildtech Pvt. Ltd.
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ABHIJEET BUILDTECH PRIVATE LIMITED

Kumar Abhijeet

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Anchal Sabour bearing part of khesra numbers 26 and 27 khata numbers 93 and 114.

(B) Sri Anil Kumar Singh is also the owner of a part of land admeasuring 1250 square feet situated in Mauza Bahadurpur, P.S. Zero Mile, Anchal Sabour, District Bhagalpur. Sri Mahendra Prasad Singh acquired 2500 square feet of land bearing part of khesra numbers 26 and 27 khata numbers 93 and 114 in the name of her wife Savitri Devi in the year 1986 and after the death of said Mahendra Prasad Singh his legal heirs namely Smt Savitri Devi, the widow, and his two sons Anil Kumar Singh and Arun Kumar Singh orally partitioned the said acquired land under a family arrangement in the year 2011 and came in possession of their respective allotted share. In pursuant to the said oral family arrangement a deed dated 9/5/2011 was also prepared and executed. Out of the said 2500 square feet of land Sri Anil Kumar Singh was allotted 1250 square feet of land and he is in possession of the same as absolute owner.

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(C) The Owners herein have decided to get developed and construct a multi storied apartment on a part of their land bearing khesra number 26 and 27 khata number 93 and 114 by a competent developer at his cost on the terms and conditions as agreed between them by joining and merging the aforementioned land covered in one big block morefully detailed and described in Schedule A below.

(B) It is represented and declared by the OWNERS:-

ABHIJEET BUNOY
Kumar
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DIRECTOR

(i) That the said PROPERTY is under their exclusive possession with absolute right, title and interest, free from all encumbrances, to transfer and convey the said PROPERTY, having a full marketable title therein.

(ii) That the OWNERS have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement, rights, gifts, liens, leave and licence permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition / requisition under any status of the past or presently in force, has been received, served or passed by the Circle office Sabour, Bhagalpur Municipal Corporation, Income Tax Department or any other Government Authorities for acquisition or requisition of the said PROPERTY or any part thereof.

(iv) That there are no attachments, either before or after judgment and there are no claims, demands, injunctions, orders, lispendens, notices, petitions or adjudication order affecting the said PROPERTY or any part thereof.

(v) That apart from the OWNERS none else is entitled to or has any share, right, title, interest over and in respect of the said PROPERTY or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever.

(vi) That the OWNERS are neither a Benamidar nor a Trustee for anyone in respect of the said property or any part thereof.

(vii) That the OWNERS have not entered in the past in any agreement for sale or development of the said PROPERTY or any part thereof nor have made any arrangement with any

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Abhijeet Buildtech Pvt. Ltd.
Authorised Signatory

one whatsoever regarding the said PROPERTY or any part thereof except the Developer mentioned herein before.

AND WHEREAS

(A) The OWNERS have expressed a desire to get a multi-storied Commercial/Residential Complex developed and constructed on the said amalgamated PROPERTY, as permissible, by a Developer and built-up area therein in the share of shops, offices, residential flats, & parking spaces etc. as built, as consideration for the value of land of the said PROPERTY when conveyed by OWNERS to the DEVELOPER.

(B) The Developer has approached the Land OWNERS and offered to develop and construct at its own cost, a permissible multi-storied Commercial/Residential Complex on the said PROPERTY of the OWNERS (hereinafter referred to as the said COMPLEX). The OWNERS are not to bear any cost and any risk at any stage of the construction and completion of the building. But if needed the builder can induct any other partner and the share of inducted partner shall be decided by the developer from his own (Developer) share for which the land OWNERS will have no objection.

(C) The OWNERS being desirous of, wanted and agreed to acquire a part of the built-up area of the said Commercial/Residential Complex in the form of shops, offices, flats as built, as consideration for the said land to be conveyed by the OWNERS to the DEVELOPER OR ITS NOMINEE(S) including a Co-operative Housing Society, Firm, Association of Persons, Body Corporate etc.

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AND WHEREAS as a result of the negotiations between the parties hereto and on the representations and declarations made by them as herein recorded, an agreement for development of the said property by the DEVELOPER has been arrived at between the parties upon terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSES AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:-

- (1) The OWNERS hereby appoints the DEVELOPER as the developer of the said PROPERTY and irrevocably grants to the said DEVELOPER who hereby accepts from the OWNERS exclusive right and licence to develop the PROPERTY in the Schedule hereunder written in the manner and on the terms, conditions and stipulations hereinafter mentioned.
- (2) It is made expressly clear that the DEVELOPER shall construct a multi-storied Commercial/Residential Complex on the said PROPERTY of the OWNERS at their own cost and expenses and only on the basis of plan as sanctioned by the B.M.C. and / or any other Authority in terms of the prevailing Bihar Municipal Act, 2007 or any other law prevailing at the relevant time.
- (2.1) The above built-up area does not include Salable parking spaces, whether open or covered, which will be shared by the OWNERS and the DEVELOPER in the same proportion as that of built-up area.

Abhijeet Buildtech Pvt. Ltd.
Authorised Signatory

ABHIJEET BUILDTECH PRIVATE LIMITED
Kumar Abhijeet
DIRECTOR

(2.2) All charges/deposits required to be paid by the buyers of DEVELOPER'S AREA i.e. charges for electricity connection, transformer installation, generator installation and connection, lift installation, maintenance deposit and / or any other charges/deposits shall be borne by the Developer. Similarly the above all charges shall also be borne and paid by Owners for OWNER'S AREA.

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(3) Immediately after the execution of this Development Agreement the Developer shall proceed expeditiously with preparation of the plans and drawings for the said complex preferably within a period of one year hereof.

(3.1) The Developer agrees for the submission of the building plans of the COMPLEX to the Sanctioning Authorities in the name of the OWNERS and also agrees for obtaining any other permissions, approval in the name of the OWNERS and agrees to sign all such papers that may be deemed necessary by the DEVELOPER for such purposes.

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(3.2) All approvals, permissions and sanctions for the construction of the COMPLEX shall be obtained by the Developer. The cost, charges and expenses relating to such approvals / permissions / sanctions shall be borne by the DEVELOPER only.

(3.3) It is further agreed that any alterations / or revisions of the aforesaid plans within the parameters of the Authority Building Rules and Regulations which may become desirable, shall not require further approval of the OWNERS and the Developer alone shall be entitled to make such alterations / revisions.

(4) That undivided right, title, interest and share of the OWNERS and the DEVELOPER in the PROPERTY and the COMPLEX thereon, after completion of construction shall be as follows :-

OWNER'S AREA - 35 % (Thirty Five) of total built up area
DEVELOPER'S AREA - 65% (Sixty Five) of total built up area

(5) The DEVELOPER agrees to deliver and give possession to the OWNER'S 35 % (Thirty Five) of total built up area of the total Built- up area including parking space of the said COMPLEX to be constructed by the DEVELOPER at its own cost on the said PROPERTY, hereinafter called the OWNERS'S AREA as consideration for 65% (Sixty Five) of total built up area of the undivided right, title interest and share in the said PROPERTY to be conveyed / transferred by the OWNERS to the DEVELOPER or its Nominee(s), hereinafter called the DEVELOPER'S AREA and this should be done immediately after completion of construction of the building.

(5.1) However, due to the different size of shops, office spaces, flats if the built-up area exceeds 35 % (Thirty Five) of total built up area of the LANDOWNER's share, then the LANDOWNERS will pay to the Developer the market sale price to the Developer if they want to keep the said built-up areas to themselves for the excess area. Likewise, if the Developer's share has more than 65% (Sixty Five) of total built up area, then, the Developer will pay the market sale price of excess area to the OWNERS.

Abhijeet Builders Pvt. Ltd.
Authorized Signatory

ABHIJEET BUILDERS PRIVATE LIMITED
Kumar Abhijeet
DIRECTOR

(6) That the parties hereto have demarcated there respective share in the aforesaid multi-storied Commercial/Residential Complex in accordance whereof a distribution sheet has been prepared showing their respective area. The said distribution sheet shall form part of this indenture.

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(6.1) The OWNERS and / or their nominee (s) shall solely and exclusively be entitled to and shall have absolute right, title and interest over the OWNER'S AREA. They shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any Person, Association of Persons, Firm, Body Corporate, Co-operative Societies, Government Agencies etc. on such terms and conditions as may be decided by the OWNERS individually or collectively and the Developer shall have no say or objection in the same.

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(6.2) The DEVELOPER and / or its nominee (s) shall exclusively be entitled to the DEVELOPER'S AREA. They shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any Person, Association of Persons, Firms, Body Corporate, Co-operative Societies, Government Agencies etc. on such terms and conditions as may be decided by the DEVELOPER or its nominee(s) individually or collectively.

ABHIJEET BUILDTECH PCL. LTD LIMITED

Kumar Ashish
DIRECTOR

(7) It shall take about three years with a grace period of one year from the date of handing over of vacant possession of the said vacant land or six months from the sanction of Building plan by the B.R.D.A. or B.M.C. or other appropriate sanctioning authority whichever is later to complete the construction of both OWNER'S as well as Developer's share of built-up area provided that if any time is lost to the developer by such happenings as is beyond the control of the Developer including force majeure, fire, tempest or other inevitable cause of accident or from any strike or lockout affecting work or by reasons of civil commotion or disturbances or by reasons of any exceptionally inclement weather and any other act of God then so much of the time as is so lost will be further added to the period of three years.

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(8) It is hereby expressly irrevocably and irretrievably agreed and declared by the OWNERSS that:

(8.1) Delivery of possession of 35% (Thirty Five) of the total built up area of the said COMPLEX in the manner provided herein shall form and always be deemed to form fair, reasonable and adequate consideration for the 65% (Sixty Five) of the undivided right, title, interest and share in the aforesaid agreed to be conveyed as herein above by the OWNERS to the DEVELOPER and / or its nominees.

(8.2) The OWNERS shall at no time demand any sum of premium in any form or any interest in any dealing regarding sale of DEVELOPER'S AREA and the OWNERS shall execute all such deeds and documents as may be required by the DEVELOPER in this regard.

Abhijeet Builders Pvt. Ltd.
Signature

ABHIJEET BUILDERS PVT. LTD. LIMITED
Kumar Abhijeet
27.10.15
DIRECTOR

(9) This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

(9.1) The OWNERS and their nominee(s) and the DEVELOPER and its nominee(s) shall jointly have undivided right, title interest and share in the total land of the said PROPERTY in their respective shares of 35% (Thirty Five) of the OWNER'S and 65% (Sixty Five) of the DEVELOPER after delivery of OWNER'S AREA to the OWNERS.

(10.) The OWNERS hereby grant exclusive right and license to the DEVELOPER to take up and proceed with the development planning and construction of the said COMPLEX in terms of this Development Agreement and hand over vacant physical possession of the said property as said and agreed hereinabove, more fully described in Schedule hereunder written. This right and license granted to the DEVELOPER by the OWNERS shall be license as contemplated in Section 60-B of the Indian Easement Act, 1982 subject to the terms and conditions.

(10.1) It is agreed that any agreement or arrangement made or entered into at any time during the subsistence of this agreement by the OWNERS in breach of or in violence of terms and conditions of this Development Agreement shall be null and void.

(10.2) The OWNERS hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said PROPERTY or any part thereof during the currency of this Agreement and undertake not to do any act, deed, matter or things as shall be in breach of the terms of this Agreement. The OWNERS shall at no point of time during the currency of this Agreement try to dispossess the Developer from

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the said property except in accordance with this Development Agreement.

(10.3) The Developer shall develop the said property at its own cost and shall alone be responsible for the development of the said property in accordance with the terms of this Development Agreement. The Developer shall be at liberty to include any other person as a partner during the development of the said property and that partnership shall be limited to the extent of the Developer's share only.

(10.4) As after the date hereto the DEVELOPER shall be deemed to be in possession of the said PROPERTY and shall be free to do all acts, deeds and things required for development and construction of the said COMPLEX at the DEVELOPER'S own cost and expense.

(10.5) The DEVELOPER shall be entitled to develop the said property by constructing thereon dwelling units, tenements, & parking spaces and other structures, in terms of the approved building plans and sanctioned by B. M. C. and / or any other Authority as stated herein above.

(10.6) Both OWNERS and the Developer shall be entitled to enter into agreement for sale or otherwise allot tenements as comprised in the OWNER'S AREA & DEVELOPER'S AREA respectively in the said Complex which is 35% (Thirty Five) and 65% (Sixty Five) respectively of the total built-up area. The OWNERS, if needed by the Developer, will join as confirming party in all such agreements, sale deeds, deed of allotment etc. which the DEVELOPER may enter into. The Developer shall exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, deeds of

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allotment etc. for development and construction of the said COMPLEX and for its own use.

(10.7) After delivery of possession of the OWNER'S AREA to the OWNERS by the DEVELOPER in terms of this Development Agreement, the OWNERS shall be fully entitled to enter into OWNER'S Area in the said Complex which is 35% (Thirty Five) of the total built-up AREA, The Developer if needed by the OWNERS will join as confirming party in all such agreements, sale deed of allotment etc. that the OWNERS may enter into and the OWNERS shall exclusively be entitled to realise all amounts receivable under such agreement, sale deeds, deeds of allotment etc. for their own use.

(10.8) The DEVELOPER shall be entitled to retain all necessary documents including original documents of OWNERS title to the said property till completion and handing over of the projects. In such an event the DEVELOPER undertakes to keep the said title deeds safe, protected and harmless and to have the same produced for inspection for and take extracts therefrom whenever required.

(11) The LANDOWNERS do hereby nominate, constitute and appoint, Sri Kumar Abhijeet, Managing Director of ABHIJEET BUILDTECH PRIVATE LIMITED, Son of Sri Mritunjay Narayan Singh, resident of Flat no.501, Gulmohar Apartment, Manik Sarkar Ghat Road, Bengali Tola, Bhagalpur as their true lawful attorney to do jointly or severally do, execute and perform in their names and on their behalf any of the following acts, matters, deeds or things as may be required

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Kumar Abhijeet

in terms and conditions of this Development Agreement in respect of the complex to be constructed thereon ;

(i) That after completion of the construction of the building Project the respective sharers i.e. developer / promoter and land OWNERS shall be absolute OWNERS of their respective shares and they will be entitled to sell / transfer their shares respectively as per provisions of Bihar Apartment Ownership Act, 2006 U/S 5 (1) & 5 (2) and complete the transaction.

(ii) To appear before any Registrar or Sub-Registrar or Assurance and/or any other Officer(s) or any registration and / or admit execution of and on our behalf of any documents, deeds, instruments, writing or other assurances executed by him (Attorney) in respect of 65% share of built-up area of the Developer and to do all other acts, deeds, matters and things in relation thereto which may be requisite, desirable or necessary in terms of this Development Agreement.

(iii) To commence, prosecute, institute, defend, oppose and appear and represent us in all acts and legal proceedings and also to represent us in appeal and revision proceedings whether civil, criminal, original or appellate in all applications or petitions in any court of law as also in proceedings before Revenue Authorities and / or in proceedings before B.M.C., B.R.D.A., Police, Revenue, Stamp, Public works, Postal and /or Registration authorities and also before all Magistrate, Judicial and Revenue Officers or other Officers and to issue or accept service of writ, process or summons and do all acts and things as may be necessary to protect the interests of the Executant

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and the said Developer in accordance of this Development Agreement.

(iv) To nominate, engage and authorise Solicitors, Advocates, Architects, Surveyors, Engineers, as may be necessary from time to time to revoke their appointments and pay their remunerations.

(12) The OWNERS shall help and co-operate with the Developers during construction period of Complex and sale of the Developer Area.

(13) The DEVELOPER further undertakes :-

(13.1) That it will not do any act of commission or omission, expressly or impliedly, directly or indirectly by which the right, title and interest of the OWNERS over the said property and Complex may in any manner be adversely affected.

(13.2) To indemnify the OWNERS and always keep them indemnified and harmless in respect of all claims, damages, liabilities, compensations or expenses payable on account of any harm, injury and / or accident sustained by any workmen, artisan during the course of and/or in construction of the Complex and or in the course of the examination of the title of the OWNERS to the Property. The OWNERS agree to co-operate with the DEVELOPER in such examination of the requisition that may be made by the Development and/or its representatives in this regard and whatever compensation is required it will be payable by Developer only.

(13.3) However, if the Developer deviates from the sanctioned plan in any manner and on account of the aforesaid, any fine, penalty or any other sum is imposed by any of the

Subir Singh
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ABHIJEET BUILDTECH PRIVATE LIMITED

Kumar Abhijit

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Authorities for regularizing the same, the same shall be payable by both the Developer and owners.

(13.4) In case there be any defect in the title of the OWNERS or there be any liability or any encumbrance on the PROPERTY, then in such event, the Developer shall be entitled to have such defects cured and / or liability cleared for and on behalf of the OWNERS, at the cost and expenses of the OWNERS.

(14) During the construction of the said Building, if the Developer faces difficulty in obtaining funds from the prospective buyers of the flats, due to non-booking of Flats, shops & office spaces of his share, the Developer may require to create equitable or any legal mortgage of the land and the construction thereon for obtaining project loan from Banks / F. I's etc. or for the individual purchasers of Flats the Developer shall mortgage only his proportionate share in the built-up area and /or land. However, the Developer affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property(land and building under construction) shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer. In case the loan obtained from any Financial Institution is not repaid by the Developer, the same will be realised from 65% (Sixty Five) share in built-up area of the Developer. The land OWNER'S area will remain free from encumbrance. For the purpose of creating the mortgage on the Builder's share in the project, the Builder acting through their authorised

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representatives are entitled to execute any mortgage deed etc. in favour of Bank / F. I's and get it registered before the Sub-Registrar Office.

(15) All taxes and other statutory charges in respect of the said property and / or the existing building thereon, till the date of this Agreement shall be borne and paid by the OWNERS. From the date of the Agreement and till delivery of possession, all the taxes and other statutory levies viz., service tax VAT etc., shall be borne and paid by the Developer to the authority concerned.

(16) After delivery of the OWNER'S area of the complex all taxes in respect of the said property and the said Complex thereon shall be borne and paid by the OWNERS and the Developer and/or their respective nominee(s) in the proportion of their respective share in the total built-up area in the Complex.

(17) The word proportionately with all its cognates variations, whenever used in these presents shall mean the proportion in which the parties hereto and / or their nominee(s) acquiring portions of the complex are entitled to in the covered areas in the Complex.

(18) The Developer shall as it deems fit form Association of persons of all the person(s) owning tenements, in the said Complex. The OWNERS and their nominee(s) shall also become members of such an organisation formed by the DEVELOPER. The OWNERS, their nominee(s), respective agent(s), servant(s), licensee(s), tenant(s) etc. shall be bound to abide by the rules and regulations as may be framed by such organisation from time to time and they shall be

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bound to contribute towards the cost of formation of such organisation as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire Complex. The pecuniary liability created by the Association of persons shall be in proportions to the cost needed and made for the affecting facility to the marks and not more.

Subir Singh
27/10/15

(19) The nominee(s) of the DEVELOPER shall own and hold portions of the COMPLEX comprised in the DEVELOPER'S AREA according to the standard Agreement finalised by the DEVELOPER. The OWNERS and their nominee(s) shall also hold and own portions of the OWNER'S Area in the said Complex on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreements.

Subir Singh
27/10/15

(20) No OWNERS of any part of the said Complex will have any exclusive right, title and interest over the common areas and common facilities except the right of common use thereof.

(21) Both the OWNERS and the Developer will jointly be entitled to all permissible future and /or horizontal development / exploitation of the said property and the said Complex thereon, in accordance with the Bye-laws, Rules & Regulations, as applicable. The constructions, sharing, owing and selling of all such additional built-up area will be done in the same proportions and on the same terms as contained in this Development Agreement.

(22) It is agreed that if any levy is imposed by the B. M. C. or any other Public Body or Bodies or the Government for the development / betterment of the area in which the said

property is located and Complex is built or any other statutory levy becomes applicable on the said property or the Complex thereon, then the same shall be paid by the Developer.

(23) It is agreed that in all transfer / conveyance of built-up area, the purchaser(s) / transferee(s) shall bear the cost of Stamp Duty, Court Fee and other Registration charges.

(24) The Name of the Multi-Storied Building Complex shall be "VIKRAMSHILA APARTMENT".

(25) That in case of any dispute or difference between the parties arising out of relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by the parties to this Development Agreement if the parties so agree. Such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

(26) The OWNERS agree that after the execution of this Development Agreement, the same shall be registered by them within the requisite time as per Registration Act at the cost and expenses of the Developer.

(27) Only Courts of Bhagalpur shall have the jurisdiction over all the matters of disputes.

SCHEDULE OF PROPERTY/LAND

All that amalgamated Piece and Parcel of land admeasuring 3750 square feet or 8.625 dismal situated in Mauza Bahadurpur, thana no.-109, P.S. Zero Mile, Anchal

Sabour, District Bhagalpur within the jurisdiction of Sub - Registrar and District Registrar of Bhagalpur, being khata no.- 93 & 114 and part of khesra no.- 26 & 27 and bounded as follows :-

NORTH : Ruby Mishra
 SOUTH : Arun Kumar singh
 EAST : Samiti land now purchaser other
 WEST : Road.

.....
 Value of commercial land - Rs. 12,94,000/-
 Value of western side wall - Rs. 86,000/-
 Total - Rs. 13,80,000/-

DISTRIBUTION OF BUILT-UP AREA AS PER AGREEMENT

Basement Parking	Ground Floor	First Floor	Second Floor	Third Floor	Fourth Floor
35% Owner <u>65%</u> Developer	100% Developer	100% Developer	100% Developer	75% Owner & 25% Developer	100% Owner

STANDARD SPECIFICATIONS

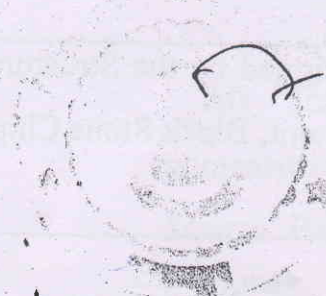
Foundation	Isolated / Combined RCC Footing foundation with preventive measures of earth quake, Termite Proof, Damp Proof.
Structure	R.C.C. Frame structure as per designed by the Structural Consultant with ISI Iron Bar, Cement, Black Stone Chips & Bricks.

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Floor	All rooms, balconies, passages and bathrooms shall be furnished with vitrified / ceramic and anti skid tiles.
Kitchen	Marble working platform and ceramic / Glazed tiles in dado up to 2 feet height over the platform. Stainless Steel sinks and with opening for exhaust
Bathrooms	All bathrooms shall be fitted with Wash Basin, Taps, Fittings, Indian or Western Pans of best brands. Wall of the bathrooms will furnished with ceramic tiles of best brand up to 07 feet dado and it will have concealed water pipes for hot & cold provisions.
Door & window	Door with wood frame and steel window.
Wall	POP finished
Electric Fitting	Modular switches of best brands in all rooms, toilet and kitchens.
Electricity	Separate Meters will be obtained by the Flat Owners.
Exterior	Elevation as per designed with weather and heat proof acrylic paint.

This is to certify that the Schedule Land does not come under the purview of ceiling Act, Religious Trust Board Act and is nor a Government Land.



ABHIJEET BUILDERS PRIVATE LIMITED
Kumar Abhinav
 27.10.15
 DIRECTOR

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
EXECUTED THIS DEVELOPMENT AGREEMENT AT
BHAGALPUR ON THE DAY, MONTH AND YEAR WRITTEN
ABOVE.

WITNESS

(1) Rakesh Kumar Yadav
S/o Late Amik Tat Gope
Koylaghat Road.
P.S. Adam Pur
Dist. Bhagalpur
27/10/15

(OWNERS)

[Signature]
27/10/15

(2) *[Signature]*
S/O *[Signature]*
B-2, *[Signature]*
27/10/15

(DEVELOPER)

ABHIJEET BUILTECH PRIVATE LIMITED
Kumar Abhijeet
27.10.15 DIRECTOR

Abhijeet Buildtech Pvt. Ltd.
[Signature]
Authorized Signatory

TYPED BY-

[Signature]
27.10.15

DRAFTED BY-

Badal K. Choudhary Adv.
En. No - 641/90

[Signature]
27/10/15

[Signature]
27/10/15