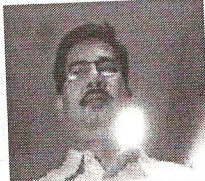
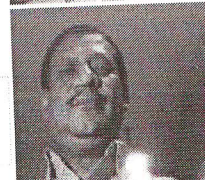
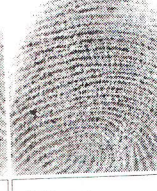
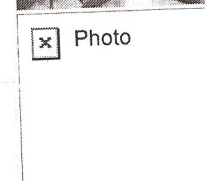
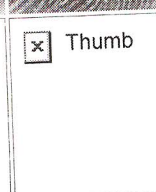
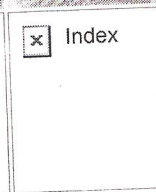
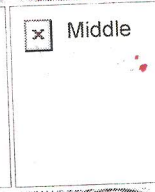
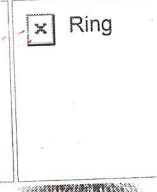
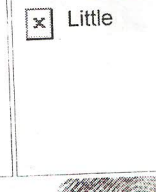
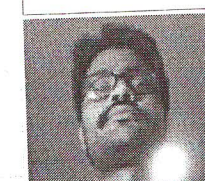
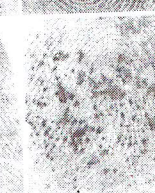
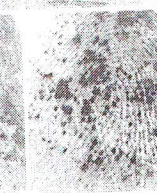
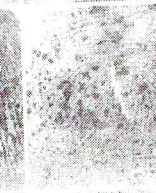
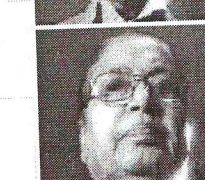


District Registry Office, Muzaffarpur

Token Number 22034		Reg. Year 2015		Serial Number		Deed Number	
PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kanhaiya Kumar						
Sig.	<i>Kanhaiya Kumar</i> 23/11/15						
Presented By	Anup Rana						
Sig.	<i>Anup Rana</i> 23/11/15						
Executant	Anup Rana	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Executant	Rohit Ranjan Rana						
Sig.	<i>Rohit Rana</i> 23/11/15						
Executant	Shiv Shankar Rana						
Sig.	<i>Shiv Shankar Rana</i> 23/11/15						
Executant	Sunita Rana						
Sig.	<i>Sunita Rana</i> 23/11/15						
Identified By	Srikanth Sah						
Sig.	<i>Srikanth Sah</i> 23/11/15						
	Shreekanth Sah						
	S/O Late Tali Sah						
	23/11/15						

Anup Rana 23/11/15

अमृत मोहनसिंह नाम का नया डीडी प्रमाणपत्र का पता / समीक्षा के लिए प्रेषित है

स्थल जाँच किया
अमित कुमार

BY AND BETWEEN

1) MR. ANUP RANA, Age : 49 years , Son of Late Mr. S N Rana, Resident of Maya Villa, Gali no 3. Professor Colony, Chiragora. DHANBAD. 826001. JHARKHAND Photo ID DL NO 2912/01 (Driving License Number) authorized through special power of attorney, Serial ? Deed No. 9271 ? 1159 registered under the office of the Sub-Registrar of S. R. O. Dhanbad on 19.11.2015 by Mrs. Maya Rana, Age 73 years Wife of Late Mr. Sachchidanand Rana, Resident of Maya Villa, Gali no 3. Professor Colony, Chiragora. DHANBAD. 826001. JHARKHAND. Photo ID Card No: BZQ1126689 (VOTER I Card)

2) MR. ROHIT RANJAN RANA, Age 28 years Son of Mr. Sunil Kumar Rana, Resident of 203, Radhe Apartment, 8/1-Patel Colony, Jamnagar, Gujarat - 361008 , Photo ID Card No. ASXPR2270G (PAN NUMBER) authorized through special power of attorney, Registration No. 6427 registered under the office of the Sub-Registrar of S. R. O. Jamnagar - 1 - LKT on 15.11.2015 by Mr. Sunil Kumar Rana Age 53 years, Son of Late Mr. Ramanand Rana, Resident of 203, Radhe Apartments, 8/1-Patel Colony, Jamnagar, Gujarat - 361 008, Photo ID Card No: ACFPR7458E (PAN NUMBER);

3) MR. SHIV SHANKAR RANA, Age 68 years , Son of Late Mr. Gauri Shankar Rana, Resident of Ward No 30 , Town ? Vill - Muzaffarpur, Anchal - Mushahari, Distt - Muzaffarpur -842001 having Voter I Card No : REM0742346

4) MRS. SUNITA RANA, Age 71 years , Wife of Late Mr. Krishnandan Rana, Resident of, C/o Sri Gauri Shankar Rana, Satpura Chowk, Muzaffarpur -842002 having PAN Card No : AYUPR7893Q

(hereinafter collectively referred to as the "Land Owner", which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives and/or successors in interest) of the FIRST PART AND

Shiva Shankar Rana
23-11-15
For Ann Projects Pvt. Ltd.
Kunika Kumar
23-11-15
Director
Anup Rana
23-11-15
Sumita Rana
23-11-15

ANN PROJECTS PVT. LTD., a company incorporated under the Indian Companies Act, 1956, having its Registered Office at B-7, 5077, Vasant Kunj, New Delhi - 110 070, represented through its duly authorized Director, Mr. Kanhaiya Kumar, Age 46 years, Son of Mr. Shashi Bhushan Singh, R/o 1081, Joy Apartments, Plot No. 2, Sector - 2, Dwarka, New Delhi - 110 075, having PAN Card No : AHGPK5596C through its duly authorized Directors (hereinafter referred to as "Developers", which expression shall unless it be repugnant to the context or meaning there to mean and include its legal representatives assigns and/or successors in interest) of the SECOND PART.

The Land Owner and Developer are singularly referred to as a "Party" and collectively as the "Parties".

(A) WHEREAS, the Land Owner is jointly and severally seized and possessed of or otherwise ~~was and is sufficiently entitled to ownership rights, title and interest in the 5 kathas. of land, situated at Gannipur Satpura Thana Kazi Mohammadpur, Near Aghoria Bazar Chawk, Muzaffarpur and measuring about .0810 hectare more or less, more particularly as described in Schedule - 1 (one) hereunder written (hereinafter referred to as "the said Property").~~

During the revisional ~~survey operation the said land was recorded in the name of Late Smt Lalpari Devi W/O Sri Gauri Shankar Rana having right title and possession over the same.~~

(B) AND ~~WHEREAS, the Land Owner is jointly and severally interested in getting a multistoried residential building complex developed and constructed on the said Property and acquire built-up area in the shape of residential flats and parking spaces, as admissible under statutory rules and regulations/applicable laws and byelaws, as consideration for the value of proportionate land of the said Property when conveyed by the Land Owner to the Developer;~~

(C) The aforesaid Developer has offered to the aforesaid Land Owner to develop and construct at its own cost, a multistoried residential building on the said Property of the Land Owner (hereinafter referred to as the "said Building" in the name & style of 'Gauri Shankar Tower' and the Land Owner has agreed to

Shiva Shrivastava Rana
23-11-15

For Ann Projects Pvt. Ltd.

Kanhaiya Kumar
23-11-15 Director

Anup Rana Lalpari Devi
23-11-15
Sumita Rana
23-11-15



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acquire flats and other built-up areas of the said Property to be subsequently conveyed by the Land Owners to the Developers or its nominees including a co-operative housing society, firm, association of persons, body corporate etc. as a mutual consideration for development of the said Building;

(D) As a result of the negotiations between the Parties here to and on the premise of representations and declarations made by the Land Owners as hereinafter recorded an agreement for the development of the said Property by the aforesaid Developers has been arrived at between the Parties here to on mutually agreed conditions hereinafter appearing.

NOW THERE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The aforesaid Land Owner hereby appoints the aforesaid Developer as an exclusive developer of the said Property and irrevocably grants to the said Developer who hereby accepts from the Land Owner exclusive rights and license to develop the said Property in the Schedule - I hereunder written in the manner & on the terms, conditions & stipulations hereinafter mentioned.

2. The Developer shall construct the building as per plans inter alia approved by the Muzaffarpur Municipal Corporation (hereinafter referred to "MMC") on the said Property, whose built-up area over several floors shall be proportionately shared between the Land Owner & Developer in the ratio of 47.5%:52.5% respectively and it is on this basis that this Agreement is being entered into by and between the Parties.

2.1 As consideration for the value of the said Property to be transferred by the Land Owner to the Developer or their designated nominee/nominees, the Developer agree to construct, complete and deliver to the Land Owner 47.5% of total new construction in the said Building located on the said Property in the shape of built-up area. For the sake of clarity, in consideration of its deliverables under this Agreement, the Developer shall be conferred with an exclusive and irrevocable ownership right in respect of the upcoming flats and super built-up area in its

Siva Shrestha

23-11-16

For Ann Projects Pvt. Ltd.

Director

Anup Rana

23-11-16

23-11-16

respective share of 52.5% in the proposed Building on the said Property. Such ownership rights shall by default and illustratively devolve various ancillary prerogatives onto the Developer that shall include, but not be limited to, Developer's right to undertake advance booking, pre-launch and/or sale/lease/alienate its residual share of 52.5% of the Property and the Building thereof.

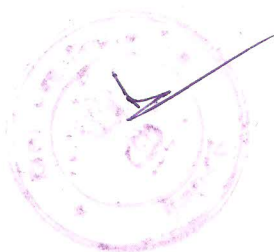
2.2 The above built-up area does not include parking spaces whether open or covered which also will be shared in the ratio of 47.5%:52.5% between the Land Owner's and the Developer's respective area on the basis of the lawfully sanctioned plan.

2.3 Subject to compliance with applicable laws/municipal bye-laws and regulations and subsequent grant of approval from various statutory authorities, the Developer shall construct the said Building complex as per its standard specifications annexed with this Agreement as Schedule - II and these specifications shall form an integral part of this Agreement.

2.4 Any extra work in the said Building in deviation from mutually agreed standard specifications or any other alteration in the Land Owner's share of the said Building which is done at the will of the Land Owners will have to be paid separately by the Land Owners as per actual costs/expenses, which will be charged extra by the Developer. As regards charges for electricity connection, generator connection to flats, maintenance and/or any other charges/deposits will also be payable by the Land Owner on the same terms and conditions as applicable to property buyers in the Developer's respective share of the said Building.

2.5 Except as set forth in Article 2.4 hereinabove, neither Party shall be entitled to receive any other benefit, incentive, consideration, reimbursement or payment of any amount under this Agreement.

3. Immediately after the execution of this Agreement, the Developer shall proceed expeditiously with preparation of plans and drawings for the said Building in consultation with the Land Owner.



Shiva Shankar
23/11/15

For Ann Projects Pvt. Ltd.

Sanjay Kumar
23.11.15
Director

Anup Rana
23-11-15

Sumita Rana
23/11/15

4. Pursuant to Articles 24 and 25 of this Agreement, the Land Owner shall have no objection if the aforesaid Building plans are submitted to the local authority in the name of the Land Owner and to this effect, they jointly and severally agree to sign all such ~~papers that may be deemed~~ necessary by the Developer for the same. However, all fees, costs, charges, and expenses relating to such approvals/sanctions, shall be borne by the Developer alone.

5. The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plans which may be required by the Muzaffarpur Municipal Corporation (hereinafter referred to as "MMC") for approval of the said Building plans in consultation with the Land Owner.

6. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Developer that the delivery and possession of 47.5 % of the built-up area of the said Building shall be given by the Developer to the Land Owner in the manner provided as mentioned in the Agreement or to be mentioned in the conveyance deed later on.

7. Concurrent with the Effective Date of this Agreement, the Land Owner hereby puts the Developer in actual peaceful possession of the said Property to develop, construct and sell the proposed multi-storied Building and as such the Developer's possession of the said Property will be deemed to be final and conclusive. Pursuant to Article 2.1 hereinabove, the Land Owner will only be entitled to the reciprocal consideration amount in the shape of aforesaid agreed pro-rated 47.5% constructed area in the said Building and a proportionate share in the Property land as aforesaid.

8. Pursuant to Article 2.1 hereinabove, the Developer will be entitled to develop the said Property and undertake construction thereon of one or more Buildings consisting of flats and car parking spaces and other tenements in accordance with the Building's statutorily approved plan and to allot any of the tenements in the Building to be constructed on the said Property of such part or portion as the Developer's in its discretion thinks fit out of its respective share of 52.5% and to receive, realize and perpetually retain the consideration amount in respect of the allotment and sale of such tenements, flat and car parking spaces

Anurag Kumar
23-11-15
Siva Shankar
23-11-15
For Ann Projects Pvt. Ltd.
Anurag Kumar
23-11-15
Sumita Rama
23-11-15
Director

9. Pursuant to Articles 2.1 and 8 hereinabove, the Developer will be entitled to allot & sell its respective share of the built-up area in the Building on the said Property and realize and retain the sale proceeds thereof for development and construction of the Building and their own use.

10. Whenever required by the Developer, the Land Owner will join as under and/or the confirming party in any agreement that the Developer may enter into with any person or persons who desire to acquire flats or portions in the Building on ownership basis. The amount receivable under such agreements for sale/leasing out of the flats will be received by the Developer for its own use.

11. On the completion of the said Building, the Land Owner, if so required by the Developer, will execute or join in the execution of all documents necessary for giving the flat buyers legal title to their respective flats including their undivided proportionate share and rights in the land.

12. The Land Owner will hold the its respective allocated area on the same terms and conditions as the owners of other portions of the Building according to the standard agreement that may be finalized by the Developer. The Land Owner will become members of association of persons or co-operative housing society, whichever is found suitable by the Developer, and formed by them and the Land Owner as well as their nominees, respective regulations of the association or co-operative housing society.

13. The Land Owner will be entitled to use all common facilities in the Building complex intended for the utilization of the occupants of the Building on the usual terms and conditions applicable to all for such utilization. The Land Owner will also be entitled for equitable undivided proportionate share in the Property as per the law.

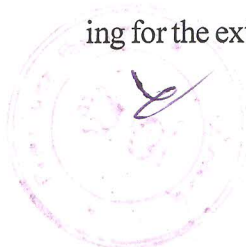
14. The Land Owner agrees that in case any condonation fee is imposed on the said Building for any extra built-up area constructed in excess of the sanctioned plan, then the same will be borne and paid by both the Land Owner and the Developer in the ratio of their respective share of built-up areas in the said Building for the extra area.

Shiva Shrivastava
23-11-15

For Ann Projects Pvt. Ltd.

Anup Kumar
23-11-15
Sunita Rana
23-11-15

23-11-15
Director



15. The Land Owner agrees that if any levy is imposed by the Muzaffarpur Municipal Corporation (hereinafter "MMC") or any other public body (ies) or the Government for the development/betterment of the area in which the said Property is located or any other levy becomes applicable on the said Property or the Building thereon, then the same shall be borne and paid by the Land Owner and the Developer jointly in the same proportion as their respective shares of built-up area in the building.

16. It is agreed that in all transfers/conveyance of land/or built-up area, the purchaser/transferee shall bear the cost of stamp duty, court fee and other connected charges.

17. In case, at any time in future, additional built-up are above proposed square feet on the said Property is permitted or sanctioned or constructed by the Developer, it will be shared with the Land Owner on the same terms as contained in this Agreement and from this additional built-up area 47.5% will be given to Land Owner and balance 52.5% will be owned by the Developer.

18. That Land Owner will bear and pay all outstanding charges and dues whatsoever, that includes, but is not limited to, future dues as payable in respect of the scheduled Property including ground, rent, property tax, water and electricity charges, municipal dues/tax and other outgoing up to the Effective Date of this Agreement. Thereafter from the Effective Date of the Agreement, all rents, taxes etc. will be borne by the Developer and Land Owner in the respective ratio of their stake.

19. The Land Owner and/or its nominees will have the same rights, title and interest to use and enjoy all the common areas, stair-cases, common passages and lobbies etc, as the Developer and/or their nominees.

20. (a) In view of the substantial stake and capital and resource intensive investment by both Parties, the Parties agree that if progress on the Building or its completion is delayed or abandoned for any reason, both Parties would incur huge consequential losses/damages. Therefore, both Parties agree to resolutely

Shiva Shrestha 23-11-15
For Ann Projects Pvt. Ltd.
Anup Rana 23-11-15
Sunita Rana 23-11-15
Director 23-11-15

pursue completion of the project under this Agreement even if they are confronted by unforeseen occurrence of any intermittent problems/issues that erupt during the course of construction and development of Building and Property respectively.

(b) Furthermore, pursuant to Article 32 of this Agreement, both Parties agree that irrespective of progress or status of work on the proposed Building on the said Property, this Agreement shall be non-terminable at the behest of either Party. For the sake of clarity, the only exception shall be prevalence of Force Majeure conditions contemplated under Article 31 herein below whereby this Agreement shall be terminable only with mutual consent if both Parties concur that it has become impossible or unviable to proceed with the project.

21. That the Developer will act as independent contractors in constructing the said Building over the scheduled Property and the Land Owner will keep the Developer jointly and severally indemnified from and against all claims, demands, actions, suits, proceedings, costs, fees, expenses, liabilities etc. that may be filed by any third party against the Developer or losses, demands or damages suffered by Developer (collectively, "Losses") arising on account of: (i) negligence, wilful misconduct, intentional misrepresentation, fraud and/or falsification of data on part of Land Owner(s); (ii) non-performance and/or breach of contractual obligations; (iii) breach of representations and warranties; (iv) acts/omissions by Land Owner's employees or representatives; (v) infringement of third party intellectual property rights; (vi) contravention of any applicable laws, rules and regulations or rights of any third party or any other claim whatsoever related to the development or construction of the said Building on the said Property.

22. Notwithstanding anything to the contrary, in no case shall the Developer be liable to the Land Owner or any other party claiming through it for any indirect, special, incidental or consequential damages, including, without limitation, loss of profits, arising out of any failure or alleged failure to perform any of its obligations.

23. Limitation of Liability: Notwithstanding anything, the aggregate liability of the Developer under this Agreement will in no case exceed the overall monetary value of its share of built-up area in the said Building developed under this Agreement.

Siva Shankar Rana
23-11-15

For Ann Projects Pvt. Ltd.

Ann Projects Pvt. Ltd.
23-11-15
Director

Anup Rang Rana
23-11-15

Sumita Rana
23-11-15

24. Pursuant to preceding provisions hereinabove, the Land Owner hereby authorizes the Developer to do, if required, all acts, deeds, matters, things and in particular subject to ~~other~~ provision of the present Agreement.

25. Pursuant to Article 24 hereinabove, in order to achieve the stated objectives of this Agreement, the Developer may do the following:

- a) To have plans of the proposed building/buildings to be constructed on the said Property prepared/amended in accordance with rules and regulations of the concerned authorities in consultation with the Land Owner and upon its concurrence/approval and submit the said plans to the concerned authorities or do and assign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans.
- b) To appoint architects, surveyors, engineers and contractors and other person and persons.
- c) To make applications to the concerned authorities for obtaining electrical connections and permit or permits or quota or quotas for cement, steel and other controlled building materials.
- d) Subject to Article 21 hereinabove, the Developer shall have the right but not an obligation to accept service of any writ summons or other legal processor or notice and to appear and represent the Land Owner in any court or before any magistrate, judicial tribunals and other tribunals in connection with the development of said Property and to commence or file suits, actions or other proceedings in any court or before any public officers or tribunal relating to the development of the said Property or part or parts thereof and for filing necessary Vakalatnama, claims, complaints, orders, applications, affidavits, petitions and other documents, papers and writings.
- e) To enter into agreements for sale of or otherwise allot flats and tenements in the aforesaid Building to the purchasers except the pro-rated area allotted to the Land Owner as stipulated above.
- f) To mortgage the said Property excepting Land Owner's pro-rated share with bank/financial institutions to obtain loan/working/working capital/short term loan to finance its aforesaid project in the form of the Building and also to obtain loan for purchase of flats etc.

Anup Rana 23-11-15
 Sumida Rama 23-11-15
 Shive Shukla 23-11-15
 For Ann Projects Pvt. Ltd.
 23-11-15
 Director

31. Subject to Article 32 herein below, the Developer shall endeavor to construct and give possession of the Land Owner's area to the Land Owner within a total period of 2½ (two years six months) years from the date of sanction of map/ , with a further grace period of ½ year for construction of multi-storied Building provided that if any time is lost by the Developer by such happenings as are beyond the control of the Developer, including force majeure, fire, floods, earthquake, tempest or other inevitable causes or accident or from any strike or lock-out affecting work or by reasons of any exceptionally inclement weather, then so much of the time as is so lost will be further added to this period mentioned hereinabove.

32. Notwithstanding anything to the contrary, by using commercially reasonable efforts, the Developer shall endeavor to complete the construction and development of the said Building as soon as possible. Nonetheless, the Developer does not give any specific warranty of completion of the said Building within a predefined timeframe. The Land Owner shall not ever hold the Developer liable for payment of any costs, losses and/or damages in case of any overruns and/or defaults against stipulated milestones or timeframe stated in this Agreement.

33. Land Owner's Representations and Warranties. Each of the aforesaid Land Owners jointly and severally represent and warrant the following:

- a. They have full legal right, power and authority to execute and enter into and perform their obligations under this Agreement and there are no legal impediments in their entering this Agreement;
- b. They hold absolute, unencumbered and undisputed ownership rights, title and interest in the said Property. The Land Owner have not created any encumbrances on the said Property on any part thereof by way of sale, mortgage, exchange, lease, trust assessment right, gift, lien, leave license, permission, rent, possession, charge inheritance or any other encumbrances whatsoever.
- c. There are no differences, discord, misunderstanding, hostility or disputes between any of the joint Land Owners as stated hereinabove;

Anup Rana 23-11-15
 Sumita Rana. 23-11-15
~~Shive Sankat Rana~~ 23-11-15
 For Ann Projects Pvt. Ltd.
 Leary, Anna
 Director 23-11-15

d. They have obtained all licenses, approvals and permissions required to carry out their obligations under this Agreement and hold necessary resources, infrastructure and other requisites necessary for fulfilling the obligations herein;

e. That the area of the said Property is hectare (0.0810) only more or less equivalent to 5 Katha of land or as per physical measurement.

f. That no notice or notification for acquisition or acquisitions under the statutes for the time being informed has been received, served or issued affecting the said Property or any part thereof and Land Owner is entitle to develop and or cause to be developed the said entire Property.

g. That there is no notice or order passed by the Muzaffarpur Municipal Corporation or any other body for set back or either acquisition of the said Property or any part thereof and there is no requisition or whatsoever nature by the municipality or other body or authority concerning or affecting the said Property or any part thereof.

h. That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities revenue authorities, municipal authorities or any government or the local bodies or authorities concerning or affecting the said Property or any plot thereof.

i. That there are no attachments either before or after the Effective Date of this Agreement under any judgment and there are no claims, demands, suits, decrees, injunctions, orders, lis pendens, notices, insolvency notice, petition or adjunction order made or issued by or the instance of any part thereof.

j. The execution, delivery and performance of its obligations under this Agreement do not and will not contravene any law, regulation, order, judgment or decree applicable to them or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon them or any of their assets, similar or other obligations with any person or entity or party;

Shree Sankar Prasad
23-11-15

For Ann Projects Pvt. Ltd.

Kundya Kumar
23-11-15
Director

Anup Rana
23-11-15

Sumida Rana
23-11-15

[Handwritten signature]

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k. There are no pending claims, actions, suits or proceedings against them or affecting any of their assets (including, but not limited to, the said Property) and there has been no event or occurrence which in each case, might reasonably be expected to have a material adverse effect on their ability to perform their obligations hereunder;

l. By virtue of Articles 2.4 and 2.5 hereinabove, the Land Owner agrees that it shall not raise any claims/demands/liabilities/disputes for payment of any amount in lieu of the Developer's deliverables under this Agreement and shall not seek any payments or refunds from the Developer at any time on any account whatsoever.

m. The Land Owner shall not raise any demands/claims/hurdles or object to the exercise of Developer's rights under this Agreement, that shall inter alia and illustratively include, but not be limited to, realization of Developer's rights under Articles 2, 8, 9, 10 and 11 etc.

n. Notwithstanding anything to the contrary, the Land Owner shall not hold the Developer liable or claim payment of any costs, losses and/or damages in case of any overruns and/or defaults against any stipulated milestones or timeframe stated in this Agreement.

o. The Land Owner hereby irrevocably undertake not to sell, dispose, alienate the said Property or any part thereof except for putting the Developer in possession thereof for the purpose of development pursuant to this Agreement with the ultimate object of granting, conveying and transferring the Property as developed as aforesaid to the Developer or a person nominated by the Developer, including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertake not to do any act, deed, matter or things as will be in contravention of the declaration made by them in the preceding clause.

p. Without prejudice to foregoing declarations, in any event the Land Owner agrees and undertakes to remove all obstacles and clear all outstanding doubts of

Amul Rave
Sumider Rave
For Ann Projects Pvt. Ltd.
23-11-15
23-11-15
23-11-15
Director

defects at its own cost to vest the said Property in Developer or its nominees as said in preceding clauses.

q. For the purpose of verifying the correctness of the declaration hereinabove made by the Land Owner and in particular the declaration made above regarding the absolute ownership of the said Property and their title hereto being marketable free from all encumbrance and also their undertaking not to encumber the said Property or otherwise alienate or dispose or deal with the same or any part thereof have and except as hereinabove provided, the Developer will be entitled to retain all necessary documents, including documents of title relating to the Property for the purpose of the verification as aforesaid including investigation of the Land Owner's title to the Property. The Land Owner undertakes to handover all the original copies of all such relevant papers immediately.

r. The Land Owner represent and warrant that they alone shall be jointly and severally liable for any existing or prospective defect, dispute, claim or discrepancy in relation to the title of the said Property and further warrant that they alone shall handle and resolve such matters in mutual consultation with the Developer if they arise after execution of this Agreement, regardless of such disputes being related to a date that precedes or succeeds the Effective Date of this Agreement. For the sake of clarity, the Developer shall have the right but not the obligation to proactively join the Land Owner in defending or resolving such unforeseen bottlenecks in the form of claims, disputes and/or liabilities. The Land Owners further agree and acknowledge that all the claims and liabilities related to the title of the said Property shall be exclusively handled and resolved by them in their capacity of being the Land Owner and in no case the Developer shall be dragged or compulsively made a party to the same.

s. Since the Land Owner will receive reciprocal consideration for the scheduled Property in the form of mutually agreed pro-rated built-up area, pursuant to Article 2.5 hereinabove, the Land Owner will at no time demand any further premium or have any interest in future dealings regarding the sale of Developer's share of built-up area i.e. 52.5%.

Shri. Suresh Kumar
23-11-15

Anup Rang
23-11-15

Sumita Rama,
23-11-15

For Ann Projects Pvt. Ltd.
23-11-15

Director
23/11/15

34. Developer's Representations & Warranties

- a. It has full legal right, power and authority to execute and enter into and perform its obligations under this Agreement and there are no legal impediments in its entering this Agreement;
- b. It has obtained all licenses, approvals and permissions required to carry out its obligations under this Agreement and it holds necessary expertise, manpower, knowledge, resources, infrastructure, logistics and other requisites necessary for fulfilling its obligations herein;
- c. The execution, delivery and performance of its obligations under this Agreement do not and will not contravene any law, regulation, order, judgment or decree applicable to it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets, similar or other obligations with any person or entity or party;
- d. There are no pending claims, actions, suits or proceedings against them or affecting any of their assets and there has been no event or occurrence which in each case, might reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder;
- e. All moneys obtained as loan by pledging, hypothecating or mortgaging the said Property to the extent of its pro-rated share or creating charge on the said Property only and such moneys shall not be diverted to/invested in any other project work or purpose of the Developer. The Developer will be bound to repay any financial assistance taken by it for the development of the Building project and the Land Owner are indemnified against the same.
- f. It shall transfer the Land Owner's respective pro-rated part of the said Property or part or parts thereof from time to time to one or more proposed co-operative societies or bodies corporate or association of person/persons to be formed of the purchasers off flats and tenements in the aforesaid Building, subject to the condition that the delivery of possession to such purchasers will be made with Land Owner's area to the Land Owner only.

23-11-15

For Ann Projects Pvt. Ltd.:

23-11-15 Director

23-11-15

23-11-15

23-11-15

23-11-15

g) To give on lease or other basis the said Property and the flats and tenements etc. in the Building to be constructed on the said Property and to receive and appropriate to the Land Owner's account the sale price in respect thereof.

h. To generally to do all acts, deeds and things for developing the said Building on the said Property.

35. Independent Relationship: That this Agreement is strictly on principal-to-principal basis and shall not ever be deemed to constitute any partnership or agency of any sort between the Parties hereto. It is clarified that personnel engaged by either Party shall have a contractual relationship only with the respective Party thereof and that they are not employees, representatives or agents of the other Party.

36. Entire Understanding: Taken together along with accompanying tables, schedules and annexures, this Agreement represents the entire understanding between the Parties and supersedes any and all previous discussions, correspondence, understandings and communications (whether written or oral) between the Parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified, except by an instrument in writing signed by all the Parties.

37. Waiver/Failure to Enforce: Either Party may (a) extend the time for performance of any of the obligations and/or deliverables of the other Party; or (b) waive any obligations or deliverables of the other Party contained herein. Any such extension or waiver shall be valid only if set forth explicitly in an instrument in writing signed by the Party to be bound thereby. Any waiver of any such term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition or a waiver of any other term or condition of this Agreement. Any advertent or inadvertent failure of a Party to assert any of its rights herein shall not constitute a waiver of any such rights.

38. Non-Assignment: This Agreement is purely specific to each of the aforementioned Land Owners and shall not be transferable and/or assignable in favour

23-11-15

For Ann Projects Pvt. Ltd.

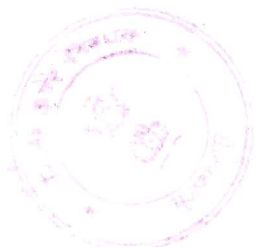
Director

23-11-15

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Handwritten signature or initials in red ink.

of any third party without the prior written consent of the Developer. Notwithstanding anything contained herein, ~~the Developer shall have the right to assign its rights and obligations under this Agreement to any subsidiary, associate, affiliate or group company with prior information to the Land Owner, which is in existence at present or may prospectively come into existence during the Term of this Agreement.~~

39. Amendment: No variation, amendment, modification or addition to this Agreement or any of its tables/Annexures shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.

40. Survival: Pursuant to Article 32 hereinabove, irrespective of progress or status of work on the proposed Building on the said Property, the actual existence or potential likelihood of any differences or disputes between the Parties on any matter whatsoever shall not affect any accrued rights, obligations and/or liabilities of the Parties nor the coming into or continuance in force of any provision herein which is expressly or by implication intended to come into or continue in force on or after occurrence of differences, all of which shall unabatedly survive any discord/difference of opinion between the Parties.

41. Severability: If any provisions of this Agreement are found or held to be invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provisions shall be inoperative and not be a part of this Agreement. However, the residual provisions of this Agreement shall remain valid and continue being in force as before.

42. Governing Law & Dispute Resolution: This Agreement shall be governed by and interpreted in accordance with the laws of India. In case of any dispute or differences between the Parties arising out of relating to this Agreement, the same shall be referred to a sole arbitrator appointed by the Developer in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time. The costs and expenses of arbitration proceedings shall be shared by the Parties in equal proportion. The arbitration proceedings shall be held in English and the arbitral award shall be final and binding on both Parties.

Handwritten: K. Rana
23-11-15

Handwritten: Anup Rana, 23-11-15
Sumita Rana, 23-11-15
For Ann Projects Pvt. Ltd.
Handwritten: J. K. Singh, 23/11/15 Director

Handwritten signature: [Signature]

43. All disputes shall be subject to exclusive jurisdiction of Muzaffarpur courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date mentioned hereinabove in the presence of Witnesses.

Signature of Developer

For Ann Projects Pvt. Ltd.

Ujjay Kumar
Director

Signature of Land Owners

Anup Rana
Rohit Rana
Shriva Shastri Rana

Signature of witness

Panna Kumar
810 late Ganesh Jha
at pankhatoli
P.S. Kaimohammadpur
Muz. 23/11/15

Sumida Rana.

For Ann Projects Pvt. Ltd.

Ujjay Kumar
23-11-15 Director

Anup Rana
Sumida Rana
23-11-15



SCHEDULE - I

Mohalla : Gannipur , Aghoria Bazar , P.S. Kazi Mohammadpur Dist
Muzaffarpur

Survey Thana : 343 Care of Mushhari , Ward No 30 , Jamabandi No 2907
Khata No New 471 , Khesra No New 448

K., Kha , G ,Gh ,Area .0810 hectare i.e 8910 sq ft or as per physical measurement.

BOUNDARY:

East : Late Mathura Prasad

West : Late Shivilal Yadav (Shivilal Singh)

North : Road

South: Late Radha Raman Das(Mahant Ji)

This land is having residential nature which is situated at principal Road.

Government Value : Rs 2,04,94000.00 (Rupees Two Crore Four Lakhs Ninety Four Thousand)

Amul Das
Sumida Rama
23-11-15

For Ann Projects Pvt. Ltd.

Director

23-11-15

Signature of Developer

For Ann Projects Pvt. Ltd.

Kenya Kumar
Director

Signature of Land Owners

Anup Rana

Rohit Rana

Shree Shree Rana

Suneta Rana

Signature of Witness

Shree

SHREEKANT SAH

S/O LATE JALI SATI
POST OFFICE LANE, AGHORIA BAZAR
P.O. - RAMNA, 842002 SCHEDULE-II DIST - MUZAFFARPUR

SALIENT FEATURES OF THE PROJECT:-

- (i) Foundation : RCC cast-in-situ under-ribbed bore pile foundation.
- (ii) Structure : RCC frame structure (Earthquake Resistant)
- (iii) Civil work : First class Brick masonry partition walls in cement mortar .
- (iv) Doors : All doors- frames of Wood with flush door shutters painted with Enamel paint.
- (v) Window : All windows will be made in frames of wood and pallas of Wood with glass panes .
- (vi) Plaster : ½" thick plaster in cement mortar (1:6) on brickwork and ¼" on ceiling .
- (vii) Flooring : Marble tiles /Vitrified tiles.
- (viii) Kitchen : Flooring with marble or tiles , Cooking platform with granite top with sink of Stainless steel 2" Glazed tiles above working top.

Shree Shree Rana
23-11-15

For Ann Projects Pvt. Ltd.

Kenya Kumar
Director

23-11-15

Shree Shree Rana
23-11-15

Anup Rana
23-11-15

Suneta Rana
23-11-15

23-11-15



(ix) Sanitary Ware: Provision of hot & cold water connections in all bathrooms & kitchen.

(x) Electricals : Concealed PVC conduit pipe shall be laid with ISI approved copper wires properly insulated as required. Power point of A/C in all bedrooms. Switches of fancy range

(xi) Telephone & TV points: To be provided in living rooms and bedrooms.

(xii) Finishing : All internal walls & ceiling finished & Smoothened with Cement Lime Punning and POP

External surfaces by Arco/Polymer based water repellant External paint.

(xiii) Water supply: Self-boring and supply through over-head water-tank.

(xiv) Lift : The project is to have one quality lift of standard make.

(xv) Generator: A quality generator of standard make, ISI approved is to be provided to meet the supply of power right in all flats during power-cut situations.

(XVI) Guard Room : Covered Space for Guard or Watch man with washroom facilities

Signature of Developer

For Ann Projects Pvt. Ltd.

Levinys. Levinys
23/11/15
Director

Signature of Witness

Krishna Ranjan

KRISHNA RANJAN

S/O SHREE V. N. SHARMA

Atardah Muzaffarpur
23/11/15

Signature of Land Owners

Anup Rana 23/11/15

Rohit Rana 23/11/15

Shiva Shankar Rana
23/11/15

Sumita Rana

23/11/15

Certified this deed by
Shankar Sharma, Shiva Rana
Witness L.N. Shrivastava
Room bag Chauri Muz.

Date - 23.11.2015

Shive Shanker Rana
23-11-15
For Ann Projects Pvt. Ltd.

Anup Rana 23-11-15
Sumita Rana 23-11-15

Director 23/11/15

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'.Also admissible under section 26(a) of the B. T. Act.

Amt.Paid By N.J Stamp Paper	Rs.	100/-
Amt.paid through Bank Challan	Rs.	430680/-

Total amount paid (Req. fee+LLR, Proc+Service Charge) in Rs. - 20800

**Registering Officer
Muzaffarpur**

Presented for registration at Registration Office, Muzaffarpur Sadar on Monday, 23rd November 2015 by Anup Rana S.N Rana by profession Agriculture. Status - Executant

Date:23/11/2015

**Registering Officer
Muzaffarpur Sadar**

Execution is admitted by those Executants and Identified by the person (Identified by 'Srikant Sah' age '62' Sex 'M', 'Jali Sah', resident of 'Aghoriyabazar Ps-Mithanpura Muz.'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Registering Officer
Muzaffarpur**

stored at Registration Office, Muzaffarpur Sadar in Book No. 1 Volume No. 328 on page no. 384 to 415 the year 2015 and stored in CD Volume No. 50, year 2015. The document no. is printed on the front of the document.

Year : 2015 S.No.सरकार 21643

Deed No. :

**Registering Officer
Muzaffarpur Sadar**

DEED NO: 23731