रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

567321

Serial No. 12351 Deed No. 12015

सुरेन्द्र प्रसाद मुद्रांक निबंधन

जिला निबंधन कार्यालय गया

दिनांक 07/08/2014 को Rajiv Ranjan (M D) द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 429600 मुद्रांक शुल्क एवं रु० 21240 निबंधन [illegible] । जिन [illegible] निष्पादन स्वीकार किया [illegible] के नाम फोटो अंगुलियों के निशान एवं [illegible] 12015 के [illegible] सं० 1 [illegible] सं० 172 [illegible] सं० 136 से 146 [illegible] CD 27 में आज निबंधित एवं कुल 11 पृष्ठों में [illegible]

दिनांक 07/08/2014

सुकुमार झा
(निबंधन पदाधिकारी)

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Gaya on this the 06th Day of August 2014.

BETWEEN

1. Kumar Infra Com. Pvt. Ltd. Meer Abu Saleh road,

Executed this deed of development agreement for an area 84.659 decim. Jaintly read and found correct all containts of this deed

For Kumar Infracom Pvt. Ltd. 06/08/2014

Rajiv Ranjan Self

Managing Director

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Murarpur in the town of Gaya through its Managing Director **Sri Rajiv Ranjan** age about 39 years S/o Sri Raj Ballabh Singh, R/o Gulab bagh, Lakhibag, P.S. Moffassil, District Gaya. Pin No-823003 PAN.-AAECK0959R, **2. Sri Rajiv Ranjan** age about 39 years PAN-ALXPR9029A. and **3. Priya Ranjan** age about 38 years PAN.-AUEPR6276M. Both S/o Sri Raj Ballabh Singh, R/o Gulab bagh, Lakhibag, P.S, Moffassil, District Gaya. Pin No-823003, **4. Navin Kumar** age about 50 years PAN.-ALQPK1157P. S/o Sri Shiv Prasad R/o HIG-66, Chanakyapuri Colony, P.S. Rampur, Gaya.Pin No-823001 and **5. Gautam Kumar** age about 33 years PAN.-ASAPK0580D. S/o Sri Ashok Kumar Lal R/o Mohalla Bangala Asthan Gabara Par, P.S. Kotwali in the town of Gaya, Distt.-Gaya, Pin No-823001 hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heir administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

For Kumar Infracom Pvt. Ltd.
Rajiv Ranjan
Managing Director
08/08/2014

AND

Bhuswami Buildcon Pvt. Ltd. Shaheed Road P.S. Kotwali, Gaya Pin No-823001 Corporate ID No.-U70100BR2013PTC020597 2013-14 Through its Managing Director **Sri Gautam Kumar** age about 38 years PAN.-AAFCB5544E. S/o Sri Ashok Kumar Lal, in the state of Bihar, hereinafter called the *DEVLOPER* (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owners are seized and possessed of and are Owners of or otherwise were and are sufficiently entitled to the free hold residential Land Measuring approx measuring about 84.659 decimals equivalent to 36877 Sq.ft bearing R.S. plot no. 1260 (One thousand two hundred sixty), Khata no. 349 (Three hundred forty nine) and plot no. 1276 (One thousand two hundred seventy six) khata no. 148 (one hundred forty eight), comprising C.S. Plot 1077 (One thousand seventy seven), khata no. 17 (Seventeen) and R.S. plot no. 1277 (One thousand two hundred seventy seven) khata no., 240 (Two hundred forty) C.S. Plot No - 1076 (One thousand seventy six) khata No. 68 (Sixty eight) situated at Mohalla-Kandi Nawada, Thana no. 189, P.S. Gurudutti, Distt.-Gaya, under Gaya Municipal corporation Ward No. 5 within the Jurisdiction of District Sub-Registrar Gaya, in the Town and District of Gaya within the limits of Gaya Regional Development Authority more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

Whereas Kumar Infracom Pvt. Ltd. Purchased an area of 3.728 Decimal by deed of sale vide deed no. 6272 dated 24-03-2013 at Gaya Registry office Gaya and an area of 19.425 Decimal by deed of sale vide deed no. 6271 dated 24-03-2013 at Gaya Registry office Gaya and an area of 3.12

Executed this deed of Development agreement for an area 84.659 dismil Jointly Kept and Consisting of this deed Divided Correct all

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Decimal by deed of sale vide deed no. 14383 dated 09-07-2013 at Gaya Registry office Gaya and an area of 23 Decimal by deed of sale vide deed no. 6439 dated 25-03-2013 at Gaya Registry office Gaya and Rajiv Ranjan, Priya Ranjan & Navin Kumar purchased an area of 4.54 Decimal by deed of sale vide deed no. 17366 dated 07-09-2013 at Gaya Registry office Gaya and Gautam Kumar purchased an area of 2.204 Decimal by deed of sale vide deed no. 14542 dated 12-07-2013 at Gaya Registry office Gaya and an area of 6 Decimal (In which 2 decimal gifted to kumar Gaurav by registered gift deed and 4 decimal remaining portion is available and in Possession) by deed of sale vide deed no. 16014 dated 10-08-2013 at Gaya Registry office Gaya and an area of 2.29 Decimal by deed of sale vide deed no. 17882 dated 16-09-2013 at Gaya Registry office Gaya and Gautam Kumar Acquired an area of 4.36 Decimal by deed of exchange vide deed no. 1103 dated 24-01-2014 at Gaya Registry office Gaya and the Developer Bhuswami Buildcon Pvt. Ltd. Purchased an area of 6 Decimal by deed of sale vide deed no. 22337 dated 19-12-2013 at Gaya Registry office Gaya and an area of 12 Decimal by deed of sale vide deed no. 129 dated 03-01-2014 at Gaya Registry office Gaya an thus the total area measuring approx. 84.659 Decimal has been acquired through the above mentioned Sale Deed and transfer deed and abovementioned Owners arein peaceful possession as rightful owners of the same.

AND WHEREAS, the aforesaid owner being interested in getting a multistoried Residential Complex developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire cash and built-up area in the said building complex as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability of the owner and at its own cost a residential Building Complex namely "SUN CITY" (hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire flat in the said building as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid Owner and aforesaid Developer and on the representations and declarations made by the owner as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS :-

1. That the owner here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer,

For Kumar Infracom Pvt. Ltd.
Rajiv Ranjan
Managing Director
06/08/2014

Executed this deed of development Agreement for an area 84.659 dismill Jointly. Read and found correct all contents of this deed.
Navin Kumar
06/08/2014

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who hereby accept from the owner the exclusive rights, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

2. That the Developer will construct the said building as per plan sanctioned by the Competent Authority Vide case No. FF/ABP/RES/G+3/GAYA-09/218 dated 08-02-2014 and further ,if provided for or permissible by the Government then file for Revision of the said Sanctioned Plan and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.

3. It is further agreed that any minor alteration or revision of the aforesaid plan within the parameters of the Gaya Regional Development Authority Building Rules and Regulation, which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alteration/revision which would be binding on the owner.

3.1 The owner simultaneously with the execution of this Development Agreement agree to grant vacant physical possession of the said property of the developer.

3.2 The owner shall, after the execution of this agreement allow every facility to the Developer their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give to the owners of the 30% area of the said building/Land hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignees.

5. The balance of the total built up area of the said building/land i.e. 70% shall exclusively belong to the Developer and hereinafter be called 'DEVELOPERS AREA' to which the Developer alone shall be entitled having constructed the same at his cost and expenses.

5.1 The owner and their heirs, successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner area and shall have absolute right title and interest of such 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 ass deemed fit by them to any person or persons, Association of persons; firm, Body corporate, Co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to

Executed & delivered by the Developer M/s Gayatri Infracom Pvt. Ltd. through its Director Ramtanu Kumar on behalf of the Developer company in the presence of witnesses.

Witness No. 1 Ramtanu Kumar

Witness No. 2 Gautam Kumar

Gayatri Infracom Pvt. Ltd.
Ramtanu
Director

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transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

6. The Developer agrees to construct and give possession of the owner area to the owner within a period of 48 (Forty eight) months from the date of said sanctioned building plan or 36 (Thirty six) months from Execution and Registration of this Development Agreement or from the date of handing over of the vacant possession of the aforesaid land to the developer Whichever is later, with a grace period of 6(six) months. However, the aforesaid completion period is subject to "Force Majur" and the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

7. The owner shall at no time demand any further sum of premium or any interest regarding sale of Developer's area and the Owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be born and paid by the purchaser/s only.

8. This Agreement shall not ever be deemed to constitute Partnership of any sort between the parties hereto.

8.1 From the date of delivery of possession of owner area to owner, the owner and his heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

9. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

9.1 It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

9.2 The Owner here by irrevocably undertakes not to sale, dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of

For Kumar Infracom Pvt. Ltd.
Ranjiv Ranjan
Managing Director

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जिला दार्जा 6/8/2014

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time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of .

9.3 The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building and neither the owner nor any person(s) claiming through the owner shall have any right to interfere in the development of the said property.

9.4 As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

9.5 The Developer shall be entitled to enter into agreement for Sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner area.

10. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only and the Owner shall not be liable in any way whatsoever for repayment of such loans which shall be the exclusive responsibility of the Developer

11. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its Advocate in this regard to establish a marketable title to the said land property

11.1 In case there be any defect in the title of the owner or there be any liability or any encumbrances in such case the developer shall be entitled to have such defects cured and liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner

11.2 In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

11.3 In case due to any defect in title of the owner and/or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any

For Kumar Infracom Pvt. Ltd.
Managing Director

"Government for the Development/ betterment of the area in which the said landed property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the same proportion as per their respective shares of built-up-area in the said building.

16. The owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any excess construction of the built-up-area then the same shall be borne and paid by the developer.

17. It is agreed that in all transfer/ conveyance of land and/or built –up-area the purchaser(s)/transferee(s) shall bear the cost of stamp duty, court fees and other registration charges.

18. 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 the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

19. That it is also agreed that If Map/plan of the further floors are sahctioned by the Competent Authority then the same will be Built and divided in the same Proportion as agreed above

For Kumar Infracom Pvt. Ltd.
Managing Director
26/08/2019

SCHEDULE OF PROPERTY

All that piece and parcel of residential land measuring an area of 84.659 (Eighty four point six five nine) decimal equivalent to 3687.7 (Thirty six thousand eight hundred seventy seven) sq. ft. bearing R.S. plot no. 1260 (One thousand two hundred sixty), khata no. 349 (Three hundred forty nine) and plot no. 1276 (One thousand two hundred seventy six), khata no. 148 (one hundred forty eight), comprising C.S. Plot 1077 (One thousand seventy seven), khata no. 17 (Seventeen) and R.S. plot no. 1277 (One thousand two hundred seventy seven), khata no. 240 (Two hundred forty), C.S. Plot No.- 1076 (One thousand seventy six) and khata No. 68 (Sixty eight) situated at Mohalla-Kandi Nawada, Thana no. 139, P.S. Chandauti, Distt.- Gaya, under Gaya Municipal corporation, Ward No. 5, which is butted and bounded as follow.

BOUNDARY OF LAND:-

North- 20 feet wide proposed road.
South- Uday Yadav and others plot no. 1261 & 1262.
East- Uday Yadav and others plot no. 1264.
West- Rajesh Yadav & Madan Yadav plot no. 1257, 1258 & 1278 and Kumar Infracom Pvt. Ltd.

VALUATION OF LAND

TOTAL AREA- 36877 Sq.Ft.

VALUATION :- **Rs.2,11,80,000/- (Two Crore eleven lakh eighty thousands) Only.** Residential other Road.

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ONE THOUSAND RUPEES

Rs.1000

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and district of Gaya through its Managing Director Mr. Rajiv Ranjan age about 39 years S/O Sri Raj Ballabh Singh, resident of Mohalla Gulab Bagh Mohalla Lakhibagh, P.S. Mofassil in the district of Gaya-823003 PAN AAECK0959R, (2) Mr. Rajiv Ranjan ALXPR9029A age about39 Years (3).Mr. Priya Ranjan age about 38 years PAN AUEPR6276M Both son of Sri Raj Ballabh Singh resident of Gulab Bagh Mohalla Lakhibagh, P.S. Mofassil- Manpur in the district of Gaya (4) Mr. Navin Kumar age about 50 years son of Sri Shiv Prasad resident of HIG-66 Chanakyapuri Colony, P.S. Rampur, Gaya PAN-ALQPK1157P AND (5) Gautam Kumar age about 33 years son of Sri Ashok Kumar Lal resident of Mohalla Bangala Asthan Gabrapar, P.S. Kotwali in the town and district of Gaya PAN ASAPK0580D hereinafter referred to jointly as OWNERS, which expression unless repugnant to the context or meaning thereto mean and include their heirs, administrators, executors, legal representatives, successors-in-interest and/or assigns of the ONE PART

AND

BHUSWAMI BUILDCON PVT. LTD A DEVELOPER, running business/work of developing the landed property and building construction work with its office at Saheed Road P.S. Kotwali in the town and district of Gaya through having its corporate ID No. U70100BR2013 PTC 020597/2013-14 through its Managing Director, Mr. Gautam Kumar aged about 33 Years PAN AAFCB5544E S/O Sri Ashok Kumar Lal hereinafter called the 'DEVELOPER", which expression shall unless repugnant to the

Rajiv Ranjan
Bhuswami Buildcon Pvt. Ltd.
18/11/2014
Managing Director

Priya Ranjan
18/11/2014

...eal this deed of Agreement. Read and Found Correct
...ntent of this deed

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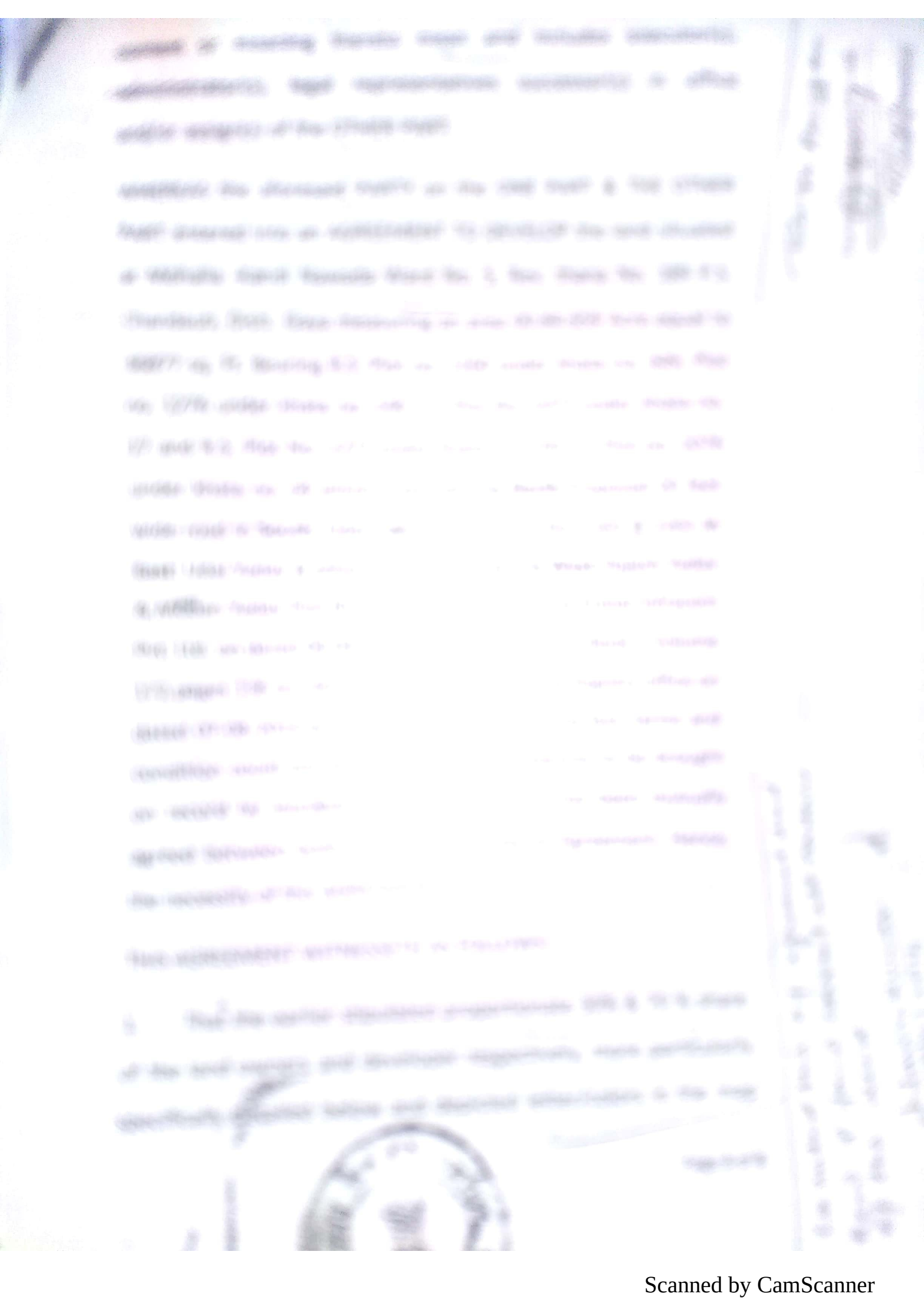

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attached such as Block/FLAT No. A/1 to A/4 with its measurement given below in Sq.ft a Block/FLAT No-A/1.

2. That it is mutually agreed that any deviation, alteration or revision, minor in nature in the sanctioned plan by the Municipal Corporation vide case No. FF/ABP/PROP/RES/G+3/GAYA-9/218 dated 08.02.2014 and permissible under the Building Bye laws under the Municipal Act may be made without the approval of the owners and the Developers alone shall be entitled to make such alteration, deviation or revision which will be binding on the owner.

3. That the owner from the date of the original agreement and this agreement permit or grant exclusive licence to the Developer to enter upon the said landed property and to take up and proceed with development according to the terms and condition of the both original and this agreement and with the preview and liberties as provided under the Bihar Municipal Act and the Rules framed there under.

4. That in the original Agreement wherever and whenever Gaya Regional Development Authority is used in the original Agreement the same be read and treated as Municipal Act 2007 and the Building Bye laws and the Rules and Regulations made there under. There is also no existence of Gaya Regional Development Authority as such as the same is merged, the Municipal Corporation after enactment of Gaya Municipal Act 2007, therefore, it is mutually agreed between the parties to the Agreement that wherever and whenever Gaya Regional Development Authority is found mentioned in the original

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c. The portions flat wise with its area allotted to Gautam Kumar is Block No B1, Flat no.-203 measuring an area 1018.4 sq. ft., Block no. A2, Flat no-302 Measuring an area 862.7 sq.ft., Block no-A4, Flat no-302 Measuring an area 862.7 sq. ft. Total 3 Flats Total area 2743.8 sq.ft. shown in yellow color in sketch map.

d. The portion flat wise with its area allotted to Rajeev Ranjan, Priya Ranjan Navin Kumar is Block no-B. 1, Flat no-302 Measuring an area1018.4sq.ft. Shownin Blue color in sketch map.

e. The portion flat wise with its area allotted to developer (Bhuswami Buildcon Pvt. Ltd.) is Block B1 Flat no 101 Measuring an area 1018.4sq.ft., Flat no-102 Measuring an area 1018.4 sq.ft., Flat no-103 Measuring an area 1018.4 sq.ft. Flat no-202 Measuring an area1018.4 sq. ft. Flat no-204 Measuring an area1018.4 sq. ft. Flat no-301 Measuring an area 1018.4 sq. ft. Flat no-304 Measuring an area 1018.4 sq. ft. Block A2 Measuring an area 862.7 sq. ft. Flatno-102 Measuring an area 1125 sq. ft. Flat no-104 Measuring an area 1125 sq. ft. Flat no-201 Measuring an area862.7sq.ft. Flat no-202 Measuring an area 862.7 sq. ft. Flat no.-203 Measuring an area 1125 sq. ft. Flat no-204 Measuring an area 1125 sq. ft. Flat no-303 Measuring an area 1125sq.ft. Flat no-304Measuring an area 1125 sq. ft. Block A2Flat no-101 Measuring an area862.7sq.ft. Flat no-103 Measuring an area 862.7 sq. ft., Flat no-103Measuring an area 1125 sq. ft., Flat no-104 Measuring an

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area 1125 sq. ft., Flat no-201Measuring an area 862.7 sq. ft. Flat no -202 Measuring an area 862.7 sq. ft ,Flat no-303 Measuring an Area 1125 sq. ft. Flat no-304 Measuring an area 1125sq.ft Block A3 Flat no-101 Measuring an area 862.7sq.ft.,Flat no-102 Measuring an area 862.7sq.ft. ,Flat no-103 Measuring an area1125 sq. ft., Flat no- 201 an area 862.7sq.ft.,Flat no-202 Measuring an area 862.7 sq. ft Flat no-204 Measuring an area 1125 sq. ft. Flat no-301 Measuring an area 862.7 sq. ft. Flat no -303 Measuring an area 1125sq.ft.,Flat no-304 Measuring an area 1125sq.ft. Block-A4 Flat no-101 measuring an area 862.7 sq. ft. Flat no-102 Measuring an area 862.7 sq. ft. ,Flat no-103 Measuring an area 1125sq.ft.,Flat no104 Measuring a area1125 sq. ft. Flat no -201 Measuring an area 862.7 sq. ft. Flat no. 202 Measuring area 862.7sq.ft.,Flat no-203 Measuring an area 1125 sq. ft Flat no-204 Measuring an area 1125 sq. ft. Total 42 Flats Total area 41938.10 sq. ft. shown in light green color in sketch map And all the above portion is being shown in the sketch map annexed with this agreement.

6. That contents of this AGREEMENT read over and explained to the parties to this agreement and the original Agreement dated 06.08.2014 The Parties hereby covenants that this deed of Agreement is in consonance with the terms and condition as agreed in the original Development agreement dated 06.08.2014 and found the same to be true and correct in word and sprit and as per their instruction and all the parties have put their signatures in proof of the acknowledgement of the terms and conditions contained hereinbefore of this Agreement.

Ranjiv Ranjan

For Kumar Infracom Pvt. Ltd.
18/11/2014
Managing Director

Kumar Gaurav, S/o- Ashok Kr Lal
P.S- Kotwali
Gaya, Gobrapar, Gaya
18/11/2014

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