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DEVELOPMENT AGREEMENT

This Agreement made this on 15 day of August 2015
BY AND BETWEEN

U S Housing Pvt. Ltd

Director

(1)Sri.Bikal Mandal S/o.Late Rash Bihari Mandal , (2)Sri.Pashupati Mandal S/o.Late Rash Bihari Mandal , (3)Sri.KartikMandal S/o.Late Rash

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Bihari Mandal ,(4)Sri.Sri Pati Mandal S/o.Late Rash Bihari Mandal ,(5)Sri.Nabin Mandal S/o.Late Rash Bihari Mandal ,(6)Sri.Kirtan Chandra Mandal S/o.Late Ram Charan Mandal and (7)Sri.Bishwanath Mandal S/o.Late Ram Charan Mandal, residing at Village Kolakusma, P.O. & P.S.-Saraidhela, Dhanbad (Jharkhand) called the land owners (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the ONE PART.

AND

M/S. U.S. HOUSING PVT. LTD. DIRECTOR SHRISANJEEV RANJAN S/O. U.K. SHARMA

**SHKSHIPEV RONJAN S/OUSINUMEN KANDSHAMMA DIRECTOR SHRISANJEEV RANJAN S/O. U.K. SHARMA

Tower, Near Big Bazaar, P.O.& P.S.- Saraidhella, Dist. Dhanbad. (Jharkhand) hereinafter called the Developer (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representative and assigns) of the <u>OTHER PART</u>.

Whereas the land owner of land measuring 27.00 Decimals in plot no.-1017 & 1020, Khata no.- 10, Mouza no.-12, Mouza- Kolakusma, Dist.-Dhanbad has agreed to develop the plot as Apartment/Flats.

Whereas the parties of the one part hereto are the exclusive and absolute owners of the property full described in the schedule of this Agreement by

For US Housing Pvt_Lta

exercising diverse acts of ownership and possession. The land is free from all encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owner has agreed to show or to say give all the relevant papers of land when ever required to the builder in original (i.e.-Sale Deed with key plan & site plan, certified copy of Succession mutation, Khatian or Teris & current rent receipt) at the time of this agreement.

AND

Whereas the developer have agreed to develop the said land and to construct a multistoried building with apartments and flats system with object of selling such apartment of flats.

Now these presents witnesseth and the Parties hereby agreed as follows:-

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.

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- 2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA, Town Planning Department on the premises fully described in the Schedule of this agreement.
 - That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the rights, powers privileges and benefits of the owner and the owner will execute a power of Attorney in favour of Developer for the purpose of transferring, selling conveying and/or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writings, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developer agrees to give 34% of the flat and parking space to the land owners in lieu of the cost of the land within Three years with a grace period of Six Months from the date of Breaking Ceremony, the Builder /Developer has agreed on Ground Rs.6,00,000/-(Six Lac) only as token advance to the Landlords which will be Adjustable, the denomination of Rs.6,00,000/-(Six Lac) only will be as follows (i.e.-Rs.3,00,000/- at the time of signing this agreement and Rs.3,00,000/- at

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the time of Sanctioning MADA Sanction Plan) The advance money will be adjusted at the time of First Flat Booking of landowners .

- 4. That, the development of the said land and construction of multistoried building thereon would be according to plan to be sanction/approval according to the specifications and particulars given therein.
- 5. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer and Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner.
 - 6. That, all the flat owners will have equitable right, title, interest over Proportionate Share of land and the common areas like passage, garden, common passage, Staircase, lift, guard room, generator etc. after the said flats of the Apartments are sold to them respectively.
 - 7. That, the developer will positively construct the said apartment as per specification and Approved plan of the apartment by the competent authority within three years with a grace period of six months from the date of ground breaking ceremony.

The plans by the Mineral Area Development authority (Town Planning Department) for the said construction over the schedule land in this agreement.

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The developer shall insure that the processes of approval of plan by MADA shall not to be more than one year.

The owner shall deliver to the developer all title deeds/documents in connection with the said lands.

- 8. That the Owners hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
- 9. That, owners agree to execute the necessary power of Attorney authorizing the developer to do all such acts & things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the apartments of flats to be constructed on the said premises.
- 10. That, owners agrees to sign and execute from time to time plans, applications for lay-outs subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and all in the cost of Developer.
- 11. That, the owners shall not be liable for any action fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.

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- 12. The owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
- 13. That, the developer will be at liberty to generate funds by advertisement/selling/booking/Mortgaging of flats of the proposed Apartment for the purpose of speedy construction and timely completion of the said apartment as per approved plans and specifications.
- 14. That, the Xerox of true copy of the power of the attorney and the agreement copy will be given to the owners by the developer.
- 15. That, the owners undertake to execute the Registered power of Attorney in favour of the Developer to be used for Sale/Mortgage of the Residential flats of the said Apartment over the Schedule land of this Agreement as soon as the real construction work of the Apartment takes place.
- 16. That, the developer in respect of the above mentioned power of attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage the said flats to the purchasers.
- 17. That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the purposed construction of the multistoried apartment over the Schedule land of this Agreement at its own cost and responsibility.

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- That, the owner will not be held liable and responsible for any payments to be made whatsoever to the labourer, workers and staff employed by the Developer and to any Government Agencies or any local bodies in respect to the proposed construction over the Schedule land of this Agreement & that will be the sole responsibility of the developer.
 - 19. That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.
 - 20. That, the developer shall abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
 - 21. That, the developer shall be solemnly entitle for booking and sale of flats and to receive the payment in lieu of sale/Booking of this proposed apartment built at the cost of the developer.
 - 22. That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.

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- 23. That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.
- 24. That, all disputes arising out of this Agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.

In Witnesses where of the parties here to have signed, sealed and delivered these presents on the day, month and year first above written.

SCHEDULE

All that piece and parcel of land measuring an Area of 27.00 Decimals in plot no.- 1017 & 1020 (Measurement of land provided i.e.- Plot no.-1017 – 17 Dec. & Plot no.1020 -10.00 Dec., Khata no.- 10, Mouza no.-12, Mouza-Kolakusma, Dist.- Dhanbad which is bounded and butted as follows and marked as RED in the plan.

North:

South :

East :

West

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Specifications :-

: RCC frame structure with brickwork in cement mortar as Structure

per design & specification.

: A unique blend of original & modern architecture. Elevation : Marble/ ceramic tiles flooring (size-1'-0''x1'-0'').

Flooring : all internal wall cement plastered with plaster of paris, all Walls

external wall of snocem finish.

: Doors frames of wood, Shutters will be 32mm thick flush Doors

shutter, painted with a coat of primer with steel fitting.

: Fully glazed steel windows with grills painted with a coat of Windows

: (a) Concealed P.V.C. circuit wiring using copper conductors Electrical

with standard quality (Electrical accessories fixtures not

included).

(b) All electrical switches and accessories of standard make.

:(a) Flooring-marble/ceramic tiles flooring (size-1'-0"x1'-0").

- Green marble with steel sink. (b) Working platform - 18" high white glazed tiles. (c) Dado

: (a) Flooring-marble/ceramic tiles flooring (size-1'-0"x1'-0").

- Glazed white tiles up to 5 ft. height. (b) Dado

- All C.P. fittings will be of standard (c) Fittings make & chromium plated.

(d) Sanitary ware - White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white colour.

Facilities :-

Kitchen

Bathrooms

: One stair for general use. Stair

: Lift zoom up zoom down to your floor. Lift

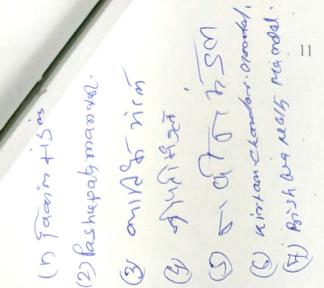
: Standby generator goes in action if there is power Generator

failure on extra cost. The land owners have to pay for

their portion.

Parking : As per agreement.

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T.V. cable & Phone

Water supply

Electricity

: One T.V. cable & Telephone point in each flat.

Hot water arrangement: Hot water supply in shower and wash basin.

: 24 hour water supply from deep boring tube well. : Electric connection & separate transformer for the

Apartment on extra cost. The land owner have to pay

for their portion.

Witnesses:

Owners:

2.

Director

Developer:

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