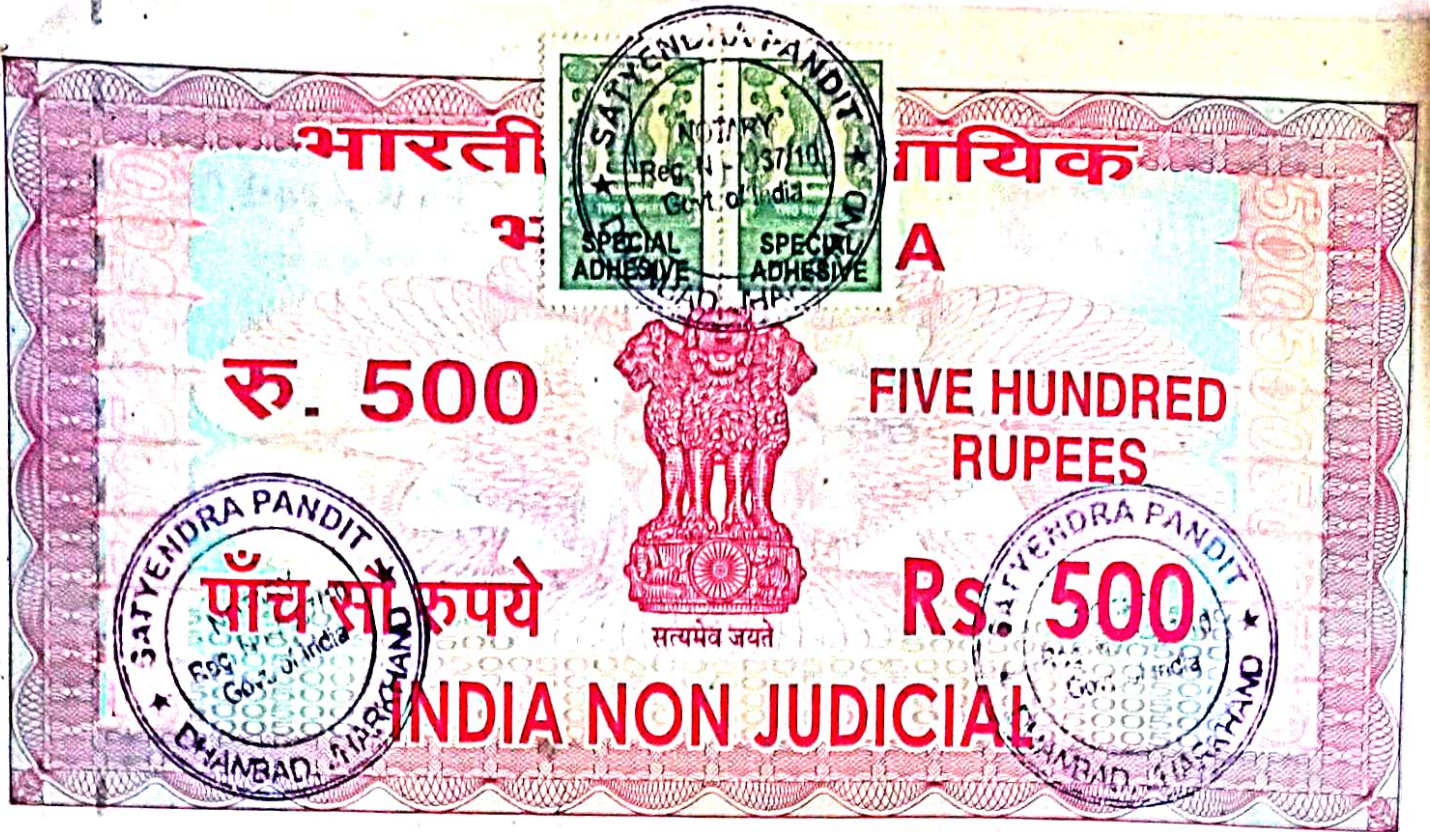


12 OCT 2017



झारखण्ड JHARKHAND

A 693333

NOTARY
DHANBAD

DEVELOPMENT AGREEMENT

This agreement made this the 11th October 2017 two thousand Seventeen BY AND BETWEEN :-

1. Name of the Executants :-

1. Sri Shailesh Kumar Singh, 2. Sri Ranjan Singh, 3. Sri Prabhaker Kumar, S/o Late Akhelswar Prasad Singh, Village/ Mohalla- Near Pandit Clinic, Bartand, P.O. & P.S.- Dhanbad, Dist.- Dhanbad (Jharkhand) - 826001, Hereinafter called the land owner which

expression shall unless it repugnant to the context or meaning there of mean an include her/his and each of his/her heirs, administrator, executor, legal representative and assigness of ONE PART.

AND

S.K. Singh
11-10-17
Ram Sar Singh
11-10-17

IMAGOVIND INFRA TECH PVT. LTD.
11-10-17
Managing Director



M/s Uma Govind Infratech Pvt. Ltd. By its M.D. Sri Arun Kumar, S/o Late Govind Singh, Permanent Address- resident of Mahesh Nagar, P.O.- Keshri Nagar, P.S.- Patliputra, Distt.- Patna (Bihar) 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 **OTHER PART.**

2. Name of the Executes - Same to one another
3. Nature of Deed - Development Agreement
4. Consideration - 30% (thirty) percent to owner and 70% (Seventy) percent to Developer in Developed premises/Building with other common facilities.
5. Description of Land :-
 13.1/3 Katha, Plot No.- 90, Khata No.- 26, Mouza- Bishunpur No.-5, P.O. & P.S.- Dhanbad, now known as Babudih, Dhanbad, Distt.- Dhanbad.
 Boundry :-
 North - Part of Plot No.- 90
 South - Rasta
 East - Road
 West - _____

Purbhesh Kumar
11-10-17

S. K. Suman
11-10-17
Ramesh Singh
11-10-17

AND WHEREAS, The Owners being desirous of developing their Schedule-I below landed property in question in shape of a Multistoried Building and thus the Owners negotiated with the M.D. Sri Arun Kumar of the said Company of the other part and as a result of negotiations between the parties hereto and on the representation and declarations made by the owners and the terms and conditions agreed between them an agreement for Development of the Schedule-I below landed property by the Developer has been arrived at between the parties hereto upon the terms and conditions on conversion basis hereinafter appearing.

NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE - TO AS FOLLOWS :-



UMA GOVIND INFRA TECH PVT. LTD.
11-10-17
Managing Director

- 1) The Owners hereby appoint the aforesaid Developer as the Developer of the Schedule-I property who hereby accepts from the Owners. Got jointly absolute right. Possession and license to develop the Schedule-I below property in the manner and on the terms conditions and stipulations hereinafter mentioned in this deed.
- 2) The Owners handed over the Schedule-I Landed property of this Development Agreement to the developer for construction of a multistoried residential building complex and the entire cost to be incurred for construction of the same shall be borne by the developer in their own risk and responsibility. The developer will construct the building within 4 (Four) years and further grace period of 1 (One) Year from the date of sanctioning the Map under the building bye-laws, rules and regulations of Nagar Nigam, Dhanbad, Jharkhand. The Developer shall insure that the process of approval of plan by Nagar Nigam, Dhanbad, Jharkhand shall not be more than six months after that this agreement deed or possession of land free to work which ever is more. The developer will or shall have right to appoint their suitable architect or architects for preparing the Map supervise/certify the construction of the Multistoried building in their discretion and they will liable to pay their remunerations to them.
- 3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and in future also they will be responsible and answerable before the court of law for the same. The Owners will not be responsible for the same in any way.
- 4) The name of the proposed multistoried building complex shall be Nagina Apartment as decided by the Developer & owners. The total constructed area of the said Multistoried Building shall be calculated on the basis of sanctioned drawing by Nagar Nigam, Dhanbad, Jharkhand or any other authority concerned or as per final constructed built up area or carpet area as per RERA act.

Prabhakar Kumar
11-10-17

S. K. Sirohi

11-10-17

Ramesh Sirohi
11-10-17

WINDMILL REALTY LTD.

11-10-17

Managing Director



- 5) That the developer agreed to hand over 30% Built up/Carpet area to the said LAND OWNERS on the priority basis, whichever is more in consideration of the cost of land in shape of flats and car parking spaces along with undivided proportionate share in the land with all right, title and interest in the said building for the use and occupation of the Owners or their licenses as absolute owners with all right, absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons. Association of person, firm body corporate etc. on such terms and condition as they may deem fit and proper.
- 6) That, similarly, the developer will retain 70% built up/Carpet area in the said building complex like as other flats & Car Parking Spaces out of the total built-up area in consideration of cost of construction with absolute, right, title and interest and may transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons association of persons, firms, body corporate etc. on such terms and conditions as they may deem fit and proper. The developer will have absolute right, title and interest over their said respective shares only after handing over the share of the Owners.
- 7) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Nagar Nigam, Dhanbad, Jharkhand any Govt. Agency Building Rules and Regulation, which may be deemed necessary during or after sanctioning the building shall be done by the developer with the prior consent of the Owners.
- 8) That the developer may after such changes at own risk and expenses if the developer, completing the said building complex as parameter of the Nagar Nigam, Dhanbad, Jharkhand or any Govt. Agency, further made the floor or floors in future on the upper portion of the constructed building, extension then the owners will get 30% built up area in their shares from the developer and developer will also get 70% built up/ carpet area in their shares as per terms above mentioned.

Rubhella Ramm
11-10-17

S. K. Singh

11-10-17

Ramsey Singh
11-10-17

UNIGOND INFOTECH PVT. LTD.

11-10-17

Managing Director



SATYENDRA

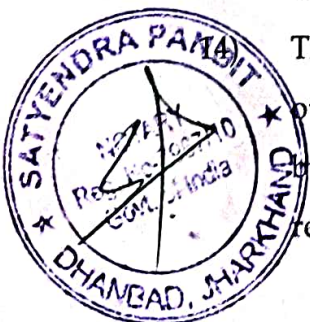
- 9) That the certificate of the architect regarding measurement of the built up/carpet area, built up area and common service area will be the final and binding upon both the parties. The built up areas are calculated an actual measurement of the flat or map and the carpet area will be calculated as per RERA act. passage stair case area, service rooms. Guard rooms, generator rooms, Water tank area, lift room etc. will be in common use.
- 10) The owners shall after the execution of this agreement allow every facility to the Developer, their staffs, Engineers, Architects, workers etc. to enter upon the owners will have no objection nor they will create any hindrances for the same till the date as per this agreement.
- 11) That the developer shall develop the schedule-I below property themselves or through any agency, company etc at their own cost but can't transfer the right of development to any one. Developer will be responsible for the development of said land/Building in future. The structures shall be earth quake resistant & will use the standard materials.
- 12) From the date of delivery of possession of owners shares to the owner the owners and/or their allottees/purchasers and Developer and/or its allottees/purchasers shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective shares in the said building even without any further act, deed matter or thing done by the owners in this regard.
- 13) The owners hereby undertake not to sell dispose off, charge, encumber, sublease or other wise transfer the said land and not to do any acts as shall be in breach of terms of this agreement. The developer will not transfer its/his/their right of development agreement to third party.
- The Developer shall be entitled to enter into agreement for sale or otherwise allot units in the Developer's share in the said constructed building and which does not form part of the owner share whenever required by the Developer after identifying owners share.

Per photo 12 Run
11-10-17

S. K. Sineth
11-10-17

Ram Singh
11-10-17

WINDO INTERTECH PVT. LTD.
11-10-17
Managing Director



- 15) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owners share in the said building and which does not form part of the developer's share.
- 16) That the Owners shall also have and enjoy their shares fully with the allottees or purchasers of developer regarding flats and car parking spaces as well as common facilities provided in the same apartment Building Complex
- 17) That the developer may get into an agreement with financial institution or prospective buyer or buyers for arranging finance for constructing the aforesaid Apartment or Building Complex. The Developer/Company hereby agrees that all the loans/advances taken for the purpose of developing and constructing the Apartment or Building Complex would be repaid by them. For which the LAND OWNERS will not be responsible in any manner.
- 18) That the owner agree to execute the Registered power of attorney authorizing the Developer to do all such acts & thing that are necessary for the Development of said land.
- 19) That a another agreement will be made between the both parties for share distribution as 30% of owner's share and 70% of Developer's share in flats and car parking space.
- 20) The Developer has satisfied with the right, title and interest and possession or the Owners after supervising all original title deeds, documents and papers relating to the Schedule-1 below property and the LAND OWNERS and their representatives heirs and successors- will look after all the works and affairs regarding construction of the building complex.
- 21) The Developer and Owners may form a Co-operative Housing society/ Association of person, body corporate etc. for .maintenance of common services of the building in presence of Owners and the prospective buyer and buyers of the developer and in due course, the owners and their nominee(s) shall become members of such organization formed by the Developer in respect of unit in the said complex fell in their shares and the Owners and their nominees, respective agents, servants, License tenants etc shall be bounded to

Prepared by mem
11-10-17

S. K. Singh
11-10-17
Ram Singh
11-10-17

IMAGOVIND INFRA TECH PVT. LTD.
11-10-17
Managing Director



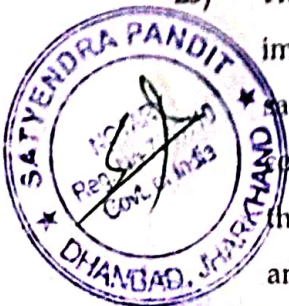
abide by the rules and regulations as be formed by the developer/ owner or the organization from time to time and they shall be bounded to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as be fixed and revised from to time to time by the such committee for the maintenance and management of the entire building complex.

- 22) The nominee's of the developer shall own and hold possession of the building compromise developer shall own and hold possession of the building comprised in the developer's share according to the Agreement finalized by the Developer and owners and their nominee (s) shall be bounded to hold and own possession of the Owner's shares as mentioned above in the said building on the same terms and conditions as be contained in this Development Agreement.
- 23) The common area shall jointly be owned by all the Units Owners of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No. Units Owner/s of any part of said building will have any exclusive right, title and interest over the common area and common facilities except the right of common use.
- 24) The Owners agree that any levy is imposed by Nagar Nigam, Dhanbad, Jharkhand or any other public body or bodies or the Government for the development/ betterment of the area in which the Schedule-1 below property is located or any other levy become applicable on the said land or the building thereon, then the same shall be paid by the Developer or its allottees jointly in the same proportion as their respective shares of super built up area as mentioned above in the said building.
- 25) The Owners agree that in case any fine or penalty/ fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan or for any reason what so ever resulting in any excess construction of the built up area of change within the bye-laws, then the same shall be borne and paid by the Developer in their own risk and responsibility.

Subhrajit Kumar
11-10-17

S. K. SENON
11-10-17
Ramesh S. S. S.
11-10-17

ANGOND INFRA TECH PVT. LTD.
11-10-17
Managing Director



26) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or content in schedule-1 property or claiming their, title and interest through the Owners, retaining to the right, title and interest regarding the Schedule-I property, the on going construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Developer and the Owners shall keep the developer indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time made investor's interest involved and factor of cost escalation further Owners agree with the Developer that any nearest relatives and heirs will or shall claim their shares on going constructing building or in the completing building, thus the owners will or shall liable to compensate that relative and heir from their 30% shares.

Prabhakar Mur
11-10-17

27) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement and Agreement for sale, the same shall be settled by reference of the dispute or difference to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act. 1996 as amended from time to time at DHANBAD.

S. K. Sanyal
11.10.17
Ranjana Sinha
11.10.17

28) That the any extra charge as Transformer fittings Electric Meter charge from J.E.B., Generator cost, lift cost, The owners will not responsible for his share. All cost for the same incurred by the Developer on their own responsibility and expenses.

29) That the license is granted by the LAND OWNERS and through their attorney, aforesaid to the Developer/ Company/Builder to enter the, premises and construction the building as per plan and the developer/ Company will liable to hand over as and when the said built up area to the LAND OWNERS.

MAHGOVIND INFRA TECH PVT. LTD.
11.10.17
Managing Director

30) That only court of DHANBAD shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.



SCHEDULE-I**DESCRIPTION OF THE PROPERTY HEREBY DEVELOPED**

ALL THAT peace & paret of the vacant residential-cum-commercial land measuring an area of 13.1/3 Katha situated at Mauza -Bishunpur at present so called as Mohalla- Babudih, Polytechnic Road, Bekarbandh , Dhanbad, Distt.- Dhanbad, Thana- No. 5 (Five), appertaining to Khata No.- 26, Cadastral Survey Plot No.-90 (Ninty) and Holding No.- _____ the same is bounded as follows:-

North : Part plot No.- 90
 South : Rasta
 East : Road
 West : _____

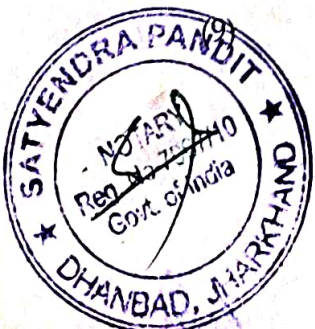
SCHEDULE-II**STANDARD SPECIFICATIONS**

- | | | |
|-----|-----------------|---|
| (1) | Structure | :- R.C.C. Column Foundation as per design |
| (2) | Super structure | :- Earth quack resident R.C.C. frame Structure as per design. |
| (3) | Brick Work | :- Brick Work as per design. With No-1 Bricks |
| (4) | Doors | :- Factory made 30mm I.S.I, flush Door Shutter with Aluminum fitting and one coat of primer with two coat of enamel paint. |
| (5) | Windows | :- Aluminum frames window fitted with pin head glass. |
| (6) | Wall finish | :- Internal Wall/ Ceiling cement plaster with wall putty, External wall wall putty and weather coat. |
| (7) | Flooring | Vitrified tiles 2'x2' in bedroom, hall and corridor white and gray marbles flooring in stair, parking space with PCC with cement punning. |
| (8) | Kitchen counter | :- Green Marbles on cooking plats form and dado up to 2' high tiles on wall from platform with steel sink. |
| | Bathroom | :- (a) Flooring: ceramic antiskiding tiles on floor.
(b) Dado: Glazed tiles up to 6' (Six feet in Height)
(c) Sanitary ware : White glazed vitreous Sanitary Ware.
(d) Cistern Acrylic/Fiberglass cistern.
(e) Hot & Cold Water arrangement without Geyser. |

S. K. Singh
 11-10-17
 Ramji Singh
 11-10-17

ANGVIND INFRA TECH PVT. LTD.
 11-10-17
 Managing Director

Prebher Kumar
 11-10-17



- (10) Electrical :- a) All internal wiring in copper conductors using concealed PVC conduits
 (b) One T.V. Point and one Telephone point provided in each flat.
 (c) Adequate lighting/power points, sockets, outlets & air-condition and better points provided in each flat.
- (11) Water Supply :- (a) One 6" dia deep tube well with Submersible pump and overhead R.C.C. tank for each block separately,
 (b) Generator of adequate capacity will be provided in common area for lighting etc.

Adequate parking space on the complete ground floor of the building.
 Arrangement for lift facility
 Comfort stair landing
 24 hours water and electricity supply through own gens and transformer
 Modern design on Vastushastra
 CCTV at Proper Places.
 Intercom facility

IN THE WITNESS thereof both aforesaid parties have put their respective signature in token of acceptance of the terms and conditions as settled above in the presence of following witness :-

WITNESS

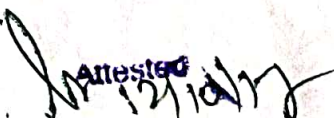
1. K.R. Singh
 S/O B.N. SINGH
 Add- BINOD NAGAR
 DHANBAD
2. Gaudam Kumar
 S/O Chandra mani Singh
 Add:- BAKH PATNA

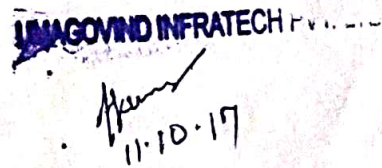
SIGNATURE OF LAND OWNERS

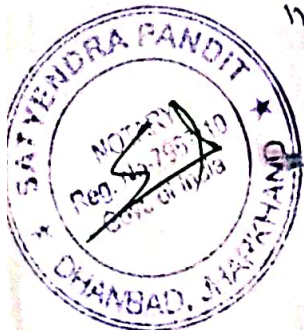
S. K. Senesh
 11-10-17
 Ram Sah Singh
 11-10-17

Prabhakar Kumar
 11-10-17
 SIGNATURE OF DEVELOPER

S. K. Senesh
 11-10-17

Attested


UNAGOVIND INFRA TECH Pvt. Ltd.

 11-10-17



Satyendra Pandit
 Notary Dhanbad
 Authorised
 u/s 297 (i) (c) of the Cr P.C. 1973
 (Act No 11 of 1974) & u/s (8) (i)
 of the Notaries Act 1952
 (Act No 53 of 1952)