AGREEMENT BETWEEN OWNER AND A DEVELOPER FOR DEVELOPMENT OF LAND

THIS AGREEMENT made at Jhansi on this 10th day of Sep-2019, between

The City College, New City Montessori School Society, 149/B, Shivaji Nagar, Jhansi-UP through its manager Shri Nand Kishor Kushwaha (hereinafter called 'the owner' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART and

Smt. Bhagwati w/o Shri Nand Kishor Kushwaha r/o 21, Kailash Residency, Jhansi, UP (hereinafter referred to as 'the builders' which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor of the OTHER PART.

WHEREAS the first party is the owner of the land admeasuring 0.381 Hectare bearing Khata No.-00024 and Aaraji No.- 250/3, Mauja- Karguan, Block- Baragaon, Tahsil and District- Jhansi (hereinafter referred to as the "said land") and is desirous of getting to develop land like Roads, Drainage, villa etc.. on the said land under the brand name of builder "RAMLEELA CITY" along with the land of builder and other promoters of RAMLEELA CITY.

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AND WHEREAS the second party is a big contractor and is having vast experience in development of land and construction of big buildings and has agreed to develop a land and construct the house on the said of land.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- The developer will develop the land in conformity with the plans, drawings, specifications and elevations as prepared by the architect with the material of best quality and in the most substantial and workman like manner and to the satisfaction of the architect.
- 2. The owner will pay to the developer the amount of work done by developer timt to time.
- 3. The owner shall allow free ingress to and egress from the premises to the developer's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.
- 4. The developer shall indemnify the owner in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises. The builders shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.
 - 5. The developers shall be bound to appoint an engineer competent to receive instructions from the architect from time to time, on behalf of the developers at all reasonable hours and all directions given to him by the architect shall be deemed to have been given to the builders.

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- 6. The owner or his representatives shall be entitled to inspect the progress of the development work and materials used for the development and they shall be entitled to point out to the architect any defects in the work, quality of workmanship or materials d used when such defective work is in progress or being executed or such material is brought on site.
- 7. All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of two arbitrators, one to be appointed by each party.

IN WITNESS WHEREOF the parties have signed these presents and a duplicate thereof, the day and year first hereinabove written.

For The City College, New City Montessori School Society

For RAMLEELA CITY

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Shri Nand Kishor Kushwaha, Manager

Smt. Bhagwati, Promoter

WITNESSES

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