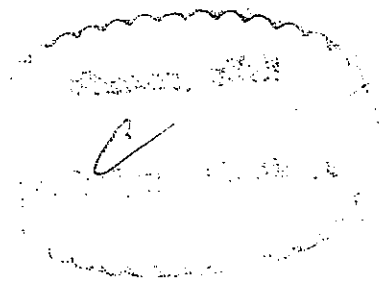


उत्तर प्रदेश UTTAR PRADESH



(1)

AGREEMENT FORM

This Agreement made on this ...19th... August, 2019 between **Shri Surendra Rai S/o Late Shri Narayan Das** a developer company having its Registered Office at 276/1, Civil Lines, Near Sale Tax Office, Jhansi (U.P.) on behalf of **NARAYAN PREM COLONY** Hereinafter shall be called as colonizer which expression shall intend the agent duly authorized on behalf of the owner.

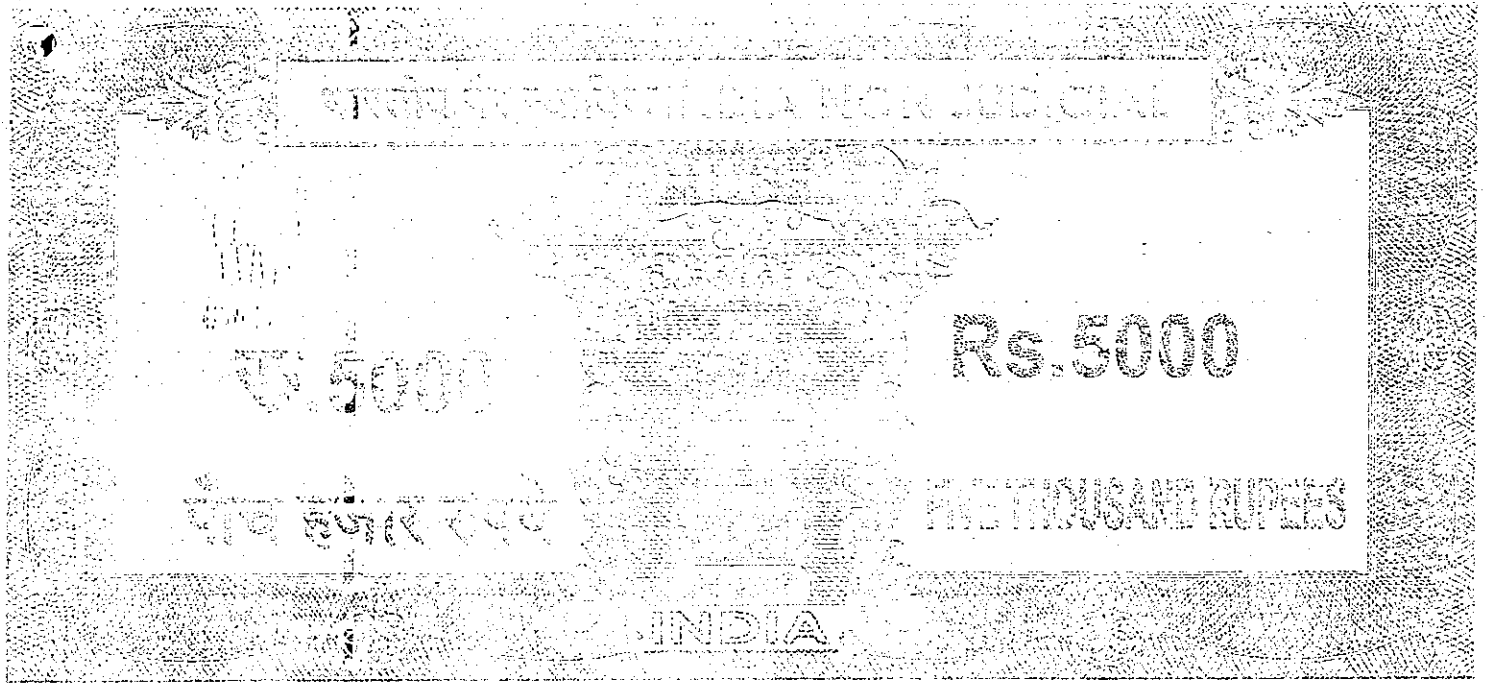
And

Jhansi Development Authority through its Secretary/Officer authorised on his behalf (hereinafter called the Authority)

Whereas the colonizer is the owner and in possession of the land (fully described by the Deed & SITE PLAN attached with this deed as Appendix 'A') which is situated within the development area described in accordance with the provision of U.P. Urban Planning & Development Act, 1973 and REGULATION or Direction Applicable there under (hereinafter referred to as Act), which is binding between the PARTIES here to.

[Handwritten signature]

[Handwritten signature]
(विभूषण विद्यालोक)
अभि
ज्योती विकास प्राधिकरण, ज्योती



उत्तर प्रदेश UTTAR PRADESH

(2)

Since the Colonizer has given theoretical approval for the Prime Minister Housing Scheme (Urban) by presenting the DPR at Awas Bandhu Governance in Lucknow for the mentioned areas in DEED for the theoretical development, in the same order, the colonizer presented the map in front of Jhansi Development Authority. Since the secretary of Jhansi Development Authority has approved the bottom map application No.- MAP20190304185558500 dated 22-06-2019.

AND WHEREAS The Colonizer has applied for the permission of Development of land mentioned in the Deed in accordance with the provision of section 14 and 15 of the ACT and WHEREAS in pursuance of the powers conferred under section 15 of the ACT, the Authority, after making necessary enquiry in relation of the matter specified in section 8 & 9 of the ACT and considering other relevant facts, has permitted to carry out Development works on the land described here in the deed on the following term and conditions :

- I) THAT the colonizer shall carry out the development works according to the approved layout plan, service plan, landscape plan and specification which shall include internal development of the proposed area to be developed.
- II) THAT the colonizer shall execute an agreement for carrying out development works and mode of its execution and performance of several obligations as stated therein.
- III) THAT the colonizer shall carry out all internal development according to the estimates prepare based on U.P. P.W.D., Jal Nigam Deptt. And U.P. Power

Mr. Anand Kumar
22/6/2019

22/6/2019
(त्रिभुवन विश्वकर्मा)
सचिव
डॉ. सी. विकास प्राधिकरण, लखनऊ

(3)

Corporation Ltd., specification and standards according to layout, service and landscape plans etc.

- IV) THAT the Colonizer shall transfer the ownership of parks, roads, open spaces, pavements, drains, water supply system and public utility services if any, and the land underneath without consideration of money in favour of its Authority.
- V) THAT the Plot Owners shall pay water tax and any others charges demanded by the JAL SANSTHAN at the time of individual connections in pursuance of the provision of U.P. Water Supply and Sewage Act, 1975.
- VI) THAT the colonizer shall submit either certified copies of title deed or photo -state copy with originals for verification, the original, whereof, shall be returned to the colonizer after verification.
- VII) THAT the colonizers have deposited Rs 1,97,900.00 as Inspection charges for carrying out development works under the supervision of authority.
- VIII) THAT the colonizers shall have to do internal Development as per layout plan and total estimated cost of Development as applicable in the respective U.P. P.W.D., Jal Nigam and U.P. Power Corporation Ltd.
- IX) THAT in order to prevent pollution the Plot Owner/s Colonizer shall be prohibited to discharge the sewerage in the drain without its prior treatment.

WHEREAS IN pursuance of the aforesaid terms and conditions therein, the parties to this DEED convenient as stipulated herein under:-

That for purposes of this Agreement where-ever the expressions "COLONISER", "INTERNAL DEVELOPOMENT", "EXTERNAL DEVELOPMENT" AND "ESTIMATED

Handwritten signature and date
19/12/2011

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उत्तर प्रदेश UTTAR PRADESH

(4)

COST OF DEVELOPMENT APPEARS in this DEED. The same shall have following meaning respectively.

- a) 'COLONISER' means 'An individual or company Associate or Body of individuals, whether incorporated or not (Including a co-operative society) owning or acquiring, whether by purchase or otherwise, any area of land for Sub-Division into plots for sale or lease for construction of buildings thereon or erecting building as defined in clause 2 (a), of the U.P. (Regulations of Building Separation) Regulation, 1958.
- b) 'INTERNAL DEVELOPMENTS' — Means and includes levelling and filling of land, construction of roads, store water drains, street lighting, water supply, provision of open spaces, parks play grounds, and provision of sites for schools and other public utility services as shown in the approved layout and service plan.
- c) 'EXTERNAL DEVELOPMENT': Means the works, within or beyond the limits of colony, required to be done for the satisfactory completion and functioning of any other items or internal development of the colony.

'ESTIMATES COST OF THE DEVELOPMENT' means and included cost of internal Development Rs. 1,97,900.00

1. THAT the colonizers have undertaken to carry out the proposed Development work in covering 19790.00 Sqm of Arazi No 179, 177/2, 176, 173B, 180, 177/1, 184, 173A & 174 Mauja-Simraha, Jhansi according to approved layout plan, service plan, landscape plan and specifications etc. accompanied with this deed as appended here with. The estimates of cost of Development prepared by the

(Handwritten signature)
19/10/2011

(त्रिभुवन सिंह)

(5)

Authority and colonizers appended to this deed over for the total area of development. According to the supervision charges of Rs 1,97,900.00 in words (One lack Seventy Nine Thousand Nine Hundred Only) deposited in JDA Jhansi account No- 50100155710806 BANK- HDFC Bank, Jhansi Branch paid by the colonizers. An agreement had also been signed by the colonizer and Secretary, Jhansi Development Authority, Jhansi regarding the Mortgage of Colony Plots as shown in, RED COLOUR' in the approved layout plan. To ensure the execution of proposed EWS House in 20% plot area colonizer has Mortgaged Plot No. Commercial- C1 to C9 and Residential Plot 1 to 17 Total Plot Area 4106.48 Sqm.

Internal Development Work Colonizer has Mortgaged cost of internal Development Estimated cost 105.71 lakh of 24% Rs. 26,00,000.00 FDR No. 248545 Punjab & Sindh Bank Dated 17.08.2019 in favour of Jhansi Development Authority, Jhansi the value of FDR 24% which is total estimate cost of Internal Development.

2. External Development Charge of Rs. 27,70,600.00 (Twenty Seven Lakh Seventy Thousand Six Hundred Only) has been deposited Rs. 27,70,600.00 in JDA Jhansi Account by Banker Cheque No. 203086 Rs. 8,65,813.00 Dt. 29.11.2018 and RTGS BARB201908169228728313 Rs. 19,04,787.00 Dt. 16.08.2019 in JDA Account.

M/s. Sancha Rai
Sancha Rai
Partner

(Signature)
Jhansi Development Authority

(6)

3. THAT in case the proposed Development works are not completed within the peril, of guarantee mentioned above, it shall be incumbent upon the colonizer to renew the agreement period of mortgaged plots at least one month before the expire of initial period for a further period of one year.
4. THAT the colonizer shall carryout development works as indicated in the accompanying layout plan, service plan, landscape plan and specifications given in the estimates duly approved by the Authority attached with this DEED, mid the same shall jibe carried out under the supervision of a qualified and licensed Architect/Engineer/Town Planner who shall issue a certificate to this effect on prescribed performs (Attached with this DEED as Appendix 'E') which shall be submitted to the Authority before the permission to develop is accorded to the colonizers.
5. THAT the colonizers shall intimate to Authority the date of commencement of the Development works in the prescribed Performa attached with the Deed as Appendix 'F' which shall in any case be started within 60 "days of execution of this DEED.
THAT the colonizers shall transfer the ownership of developed land covered under parks roads, open spaces, Pavements, Drains etc. free of cost in favour of the Authority, regarding public utility services, such as Schools, and similar public institutions, it is hereby agree that the colonizer shall transfer the same to any person or institution at the instance of the Authority either at the 50% rates of the

M/s. Suresh Redi

4282111
Suresh Redi

(त्रिभुवन विश्वविद्यालय)

सचिव

सौरभ विद्यालय प्राधिकरण, झाँसी

(8)

Development work against the total estimated cost of Development works of J.D.A. Jhansi when desired.

10. THAT the colonizer shall furnish (On complete On of Development works according to the work schedule) a certificate or completion duly issued 'by the qualified architect/Engineer/ Town Planner under whose supervision the work has been carried out, to the direct that work has been completed as per layout plan, service plan, landscape plan and estimates etc. Within five years according to the works schedule.
11. THAT the colonizer shall not be entitled to assign the said permission or any permission that may, hereafter be given or the benefit of this agreement, without prior consent in writing of the Authority.
12. THAT before the colonizer transfer or agree to transfer whether by way of sale, lease, gift or otherwise, the plots in the colony in respect of which permission for Development is given, the colonizers shall incorporate in the Transfer deed, such terms and conditions, as the Authority may prescribed in that be half,

Prof. Suresh K. S.

24/2/2021

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[Handwritten text]

(9)

13. THAT the following works of internal development in the Plot, in respect of, which permission for the development is agreed to be given colonizer against the abstract of shall be carried out by the cost indicated herein below; -
14. All money recoverable by the Authority under this agreement may without prejudices to any other remedy provided by law or by this Agreement be recovered from the colonizer as arrears of land revenue.
15. THAT the Authority on receiving the completion certificate from the colonizers, shall issue on occupancy certificate to the colonizer, where up on, the public utility service shall be deemed to have been taken over by the authority.
16. THAT the stamp duty and registration fee payable on this agreement and other documents to be executed by the colonizer, in pursuance of the agreement, shall be borne by the colonizer.
17. THAT in the event of any question, dispute or difference arising out of this agreement or touching or concerning the subject matter, thereof, the same shall be referred to the sole arbitration of any person nominated by the Secretary to Govt. of U.P. Housing Deptt. No objection shall be raised that the arbitrator is a Govt. servant and that he had to deal with the matter to which the agreement relates or that the course of his duties as a Govt. servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may from, time to time, with the consent of the parties, enlarge the time of making and publishing the award. The subject to the aforesaid the arbitration Act, 1940 and the Rules there under for the time being in force, shall apply to the arbitration proceedings under this clause.
18. THAT expression the 'Colonizer & the Authority' Herein before used shall in the case of the former include its successor and permitted assign and in the case or tile latter its successors and assigns.
19. All the External and Internal development work will be done by the colonizer as per the norms of concerning department i.e PWD, Jai Nigam, Electricity Board and will be handed over by the colonizer to the concerning department also,

Mr. Suresh Kumar
24/2/2011

[Signature]
निधुवन विश्वकर्मा
सचिव
जय नगम प्रा.

(10)

इसके अतिरिक्त निम्न शर्तें/कार्यवाही विकासकर्ता को मान्य होग:-

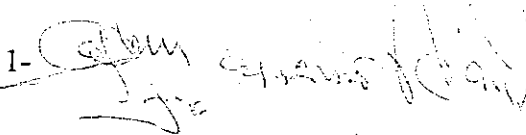
1. प्रस्तावित तलपट मानचित्र की बाहरी सीमाओं पर सुरक्षा की दृष्टि से बाउण्ड्रीबाल का निर्माण करना होगा।
2. कॉलोनी में प्रस्तावित भूखण्डों के PLINTH की ऊँचाई किसी भी दशा में सड़क के मध्य बिन्दु से 45.0 से.मी. से अधिक नहीं होगी।
3. आंतरिक विकास पूर्ण होने के उपरांत आन्तरिक विकास सुविधायें सम्बंधित विभाग को हस्तांतरित करनी होगी।
4. रेनवाटर हार्वेस्टिंग का प्राविधान अनिवार्य रूप से करना होगा।
5. समस्त विकास कार्य पूर्ण हो जाने के उपरान्त विकासकर्ता को प्राधिकरण से पूर्णता प्रमाण पत्र प्राप्त करना आवश्यक होगा।
6. सम्बंधित विभागों से प्राप्त कर प्रस्तुत किए गये अनापत्ति प्रमाण पत्रों में उल्लिखित शर्तों का पालन करने का दायत्व विकासकर्ता का होगा।

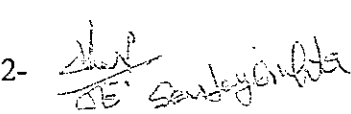
IN WITNESS WHERE **Shri Surendra Rai S/o Late Shri Narayan Das** Address- 276/1, Civil Lines, Near Sale Tax Office, Jhansi (U.P.) on behalf of **NARAYAN PREM COLONY** on behalf of the colonizer and **SECRETARY, Jhansi Development Authority, Jhansi** on behalf of the Jhansi Development Authority have signed this deed on the day and year mentioned above.

Signed by for and on behalf of

Jhansi Development Authority

Witnesses:

1- 

2- 

Signed by for and on

Applicant/Colonizer

Witnesses:

1- नारायणराय सिंह
नारायणराय सिंह S/o दारासिंह
बैकर्स कॉलोनी इलिया पूरा इ इलिया

2- Sateyendra Rai

सत्येन्द्र राय S/o शंभु शंभु शंभु
बानपुरा मौरा



उत्तर प्रदेश UTTAR PRADESH

ED 314527

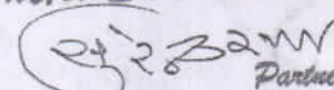
DEVELOPMENT AGREEMENT

This Agreement is made on this 31st day of January, Two Thousand and Nineteen between **Jhansi Development Authority** through its Vice Chairman/Authorised Signatory **Secretary, Shri Tribhuban Vishwakarma** (here in after called the 'GOVERNMENT AGENCY') which expression shall unless repugnant to the meaning or context thereof include his/her, their heirs, executors, administrators and successors of the ONE PART.

AND

M/s SURENDRA RAI a developer company having its Registered Office at 276/1, Civil Lines, Near Sale Tax Office, Jhansi (U.P.) through its Authorised Signatory **Shri Surendra Rai S/o Late Shri Narayan Das** (here in after called the 'DEVELOPER') which expression shall, unless the context does not so admit include its heirs, executors, administrators and successors of the OTHER PART. Whereas, DPR and layout plan submitted by the DEVELOPER has been approved by the GOVERNMENT AGENCY, and whereas DEVELOPER is required to develop the site and construct EWS houses and other buildings as per approved DPR and layout.

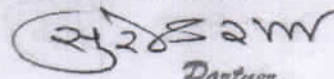

Secretary
Jhansi Development Authority
JHANSI

Ms. Surendra Rai

Partner

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.	Definitions	Unless the context otherwise requires the following terms shall have the meanings assigned herein when used in this Agreement:							
		(a)	"Agreement" means the Agreement for Development.						
		(b)	'Act' means Uttar Pradesh Urban Planning and Development Act, 1973.						
		(c)	'DPR' means the Detailed Project Report prepared as per the policy guidelines and prevailing Building Bye-Laws and includes layout plan, infrastructure plan and specifications of services, implementation schedule for completion of the project in 2 years, project financing, property management and operation and maintenance details, etc.						
		(d)	Government means Government of Uttar Pradesh.						
		(e)	"Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973.						
2.	Project Execution	The DEVELOPER shall adhere to the following provisions for planned and time-bound execution of the project.							
(i)	Start of Work	(i)	The DEVELOPER shall commence the development work immediately. The date of start of work for this project shall be treated as the date of registration in Real Estate Regulatory Authority (RERA).						
		(ii)	The DEVELOPER shall construct minimum 35% of total houses in the scheme for Economic Weaker Sections as per approved DPR and layout plan at his own expense.						
		(iii)	The DEVELOPER shall carry out the internal and necessary external development works as per the approved DPR and layout plan at his own expense.						
(ii)	Progress Schedule	The DEVELOPER shall adhere to the 'Progress Schedule' of EWS houses, internal and external development works as given in the DPR and shall complete construction of EWS houses within 24 months and complete all the development works in respect of the said scheme in accordance with the timelines provided in the development/building permits.							
(iii)	Specifications, Standards and Designs	(i)	The development and construction works shall be in accordance with the following specifications, standards and designs:-						
			<table border="1"> <thead> <tr> <th>Particulars of works</th> <th>Specification</th> </tr> </thead> <tbody> <tr> <td>(a) For Buildings, roads and other miscellaneous construction works</td> <td>UPPWD/CPWD/as per para- 4.1 of Policy.</td> </tr> <tr> <td>(b) For water supply and sewerage works</td> <td>UP Jal Nigam / as per para-4.1 of Policy.</td> </tr> </tbody> </table>	Particulars of works	Specification	(a) For Buildings, roads and other miscellaneous construction works	UPPWD/CPWD/as per para- 4.1 of Policy.	(b) For water supply and sewerage works	UP Jal Nigam / as per para-4.1 of Policy.
Particulars of works	Specification								
(a) For Buildings, roads and other miscellaneous construction works	UPPWD/CPWD/as per para- 4.1 of Policy.								
(b) For water supply and sewerage works	UP Jal Nigam / as per para-4.1 of Policy.								

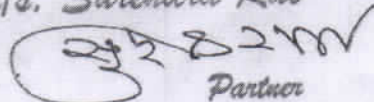

Secretary
 Jhansi Development Authority
 JHANSI

Ms. Surendra Rai

 Partner

		(c) For electrification works	UP Power Corporation Ltd./ as per para-4.1 of Policy.
(iv)	Earthquake Resistant Provision	(i)	The DEVELOPER shall adhere to the Government Policies and the relevant BIS/IS codes, guidelines and practices relating to Earthquake Resistant Construction in the Development and Construction works.
		(ii)	The DEVELOPER shall produce a certificate regarding earthquake resistant execution of development works duly signed by the Structural Engineer, Supervisory Site Engineer and Licensed Architect having prescribed qualification and experience as per the Government Orders.
	Development and Quality Control	(i)	The DEVELOPER shall carry out the development works in accordance with the approved DPR. The inspection and certification of each development work of the project shall be carried out through Third Party Quality Monitoring Agency for which the developer shall not be liable to pay any charges.
	Connectivity Charges		Connectivity to trunk services such as road, drainage, water supply, sewerage, et-cetra. will be extended on payment of actual cost to the GOVERNMENT AGENCY as intimated to the developer at the time of approval of DPR.
	Electrical Services		The Uttar Pradesh Power Corporation Limited will sanction power connection and requisite load on priority basis and in a time-bound manner to the DEVELOPER. The Uttar Pradesh Power Corporation Limited will also grant permission to the DEVELOPER to carry out electrification works in accordance with the prescribed norms on payment of supervision charges.
	Maintenance of Services		The DEVELOPER shall maintain the services till they are transferred to the Local Body for maintenance and the DEVELOPER shall be entitled to collect maintenance expenditure from the allottees for this purpose as declared by him in the DPR
	Completion Certificate and handing over of services	(i)	The DEVELOPER shall complete the EWS houses within 24 months and project as a whole within the approved project period. It shall be compulsory for the DEVELOPER to obtain a completion certificate regarding internal development works from the GOVERNMENT AGENCY in accordance with the Building Bye-laws.
		(ii)	The DEVELOPER shall obtain a certificate regarding satisfactory completion of electric works from the Chief Electrical Inspector Government of Uttar Pradesh and furnish the same to GOVERNMENT AGENCY at his own expense.
6.	Performance Guarantee		The DEVELOPER shall mortgage 20% of the saleable land of the total area of the project in favour of GOVERNMENT AGENCY as performance guarantee to ensure construction of EWS houses. The DEVELOPER proposing 100% EWS houses in the project shall provide bank guarantee equal to the amount of the first instalment to be released by the Government or equal to the amount he desires to be released by the Government. The DEVELOPER shall have all rights to carry out the development and construction works on the mortgaged land till completion of construction of EWS houses. If the Developer fails to construct EWS houses, the mortgaged land shall be

		forfeited. Besides, the land identified for EWS houses in DPR and unfinished EWS houses (if any) shall also be forfeited. The GOVERNMENT AGENCY shall complete the remaining works of EWS houses through sale of such land.
7.	Marketing of Properties	The DEVELOPER shall transfer EWS houses in favour of beneficiaries identified by the Government agency, whereas he will be responsible for the sale of plots/flats/houses and other properties. The DEVELOPER or the transferee of plots/flats/houses and others properties shall bear the Stamp Duty as per provisions of Indian Stamp Act, 1899 and the notifications issued thereto.
8.	Restriction on Sub-letting	The DEVELOPER, shall not assign/transfer the said development permission or any permission to any other person or other benefit of this Agreement.
9.	Regulations and Directions Under the Act.	That without prejudice to anything contained in this Agreement, all the mandatory provisions of the Master Plan, Zoning Regulations, Building Bye-laws and other Regulations and Directions for the time-being in force, shall be binding on the DEVELOPER.
10.	Compliance with Labour and other relevant Laws	(i) During continuance of this Agreement, the DEVELOPER shall abide at all times by all existing labour enactment and rules made thereunder regulations, notifications and bye-laws of the State or Central Government or Local Authority and any other labour law (including rules), regulations, bye-laws that may be passed or notified or that may be issued under any labour law in future either by the State or Central Government or by Local Authority.
		(ii) During continuance of this Agreement, the DEVELOPER shall abide at all times by all laws relating to development and other construction works.
11.	Conciliation and Arbitration	That in the event of any dispute with regard to terms and conditions of this Agreement, the same shall be referred to the decision of sole Arbitrator, to be appointed in writing by the GOVERNMENT AGENCY and the DEVELOPER or if they cannot agree upon sole Arbitrator to the decision of three persons as Arbitrators, one to be appointed by each party and they shall appoint the third Arbitrator who shall act as the presiding Arbitrator. The provisions of Arbitration and Conciliator Act 1996 shall apply.
12.	Litigation	In case of any litigation pertaining to the acquisition, maintenance, or the rights of the any individual or individual allottee, the GOVERNMENT AGENCY will not be liable and therefore, shall not be arraigned as a party. In other words, any cause of action emanating from any transaction between an individual/or group of individuals and the DEVELOPER in the said land, will lie in the area of responsibility of the DEVELOPER. GOVERNMENT AGENCY shall not be liable to any individual/or group of individuals regarding to property acquired or developed by the DEVELOPER.
13.	Force Majeure	(i) If at any time during the continuance of this Agreement, the performance in whole or in part by either party of any obligation under this Agreement shall be prevented or delayed by reason of any war, or riot or natural calamities, the DEVELOPER within 7 days of occurrence and cessation of each Force Majeure


 Secretary
 Jhansi Development Authority
 JHANSI

Mrs. Surendra Rai

 Partner

		conditions shall intimate the first party by a registered letter, the beginning and end of the above causes of delay.
	(ii)	The DEVELOPER shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.
14.	Communication	That any notice, letter or communication to be given by one party to the other shall be in writing in Hindi or English language through registered post with due acknowledgement. In addition, such communication shall also be transmitted by fax.
15.	Jurisdiction	For deciding all the matters concerning the work in question, jurisdiction would be exclusively to the local Courts or Allahabad /Lucknow High Court.

IN WITNESS WHERE OF SHRI SURENDRA RAI for and on behalf of the DEVELOPER and SHRI TRIBHUBAN VISHWAKARMA for and on behalf of the GOVERNMENT AGENCY, have signed this deed on the day and year mentioned above. This Agreement consists of 05 pages.

31.01.19
SIGNATURE OF AUTHORISED
SIGNATORY. **Secretary**
ON BEHALF OF **Jhansi Development Authority**
JHANSI
(GOVERNMENT AGENCY)

SIGNATURE OF AUTHORISED
SIGNATORY. **Ms. Surendra Rai**
ON BEHALF OF **Jhansi Development Authority**
(DEVELOPER) **Partner**

WITNESSES:

- 31.01.19*
1. (JITENDRA SINGH)
Asst. Town Planner,
Jhansi Development Authority
2.

WITNESSES:

- विजयपुर*
1. *विजयपुर शहर की पश्चिमी वारे लालपुर*
2 *अवाटार कॉलोनी साँरी*
2. *विवेक कुमार 3/0 श्री रमेश चन्द*
550 बनेगाट नगरा मंडी
[Signature]