



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 77f1e3781b34c6d8c0fb

Receipt Date : 18-Dec-2020 01:16:55 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : S S CONSTRUCTION

Purpose of stamp duty paid : AGREEMENT

First Party Name : S S CONSTRUCTION

Second Party Name : NA

GRN Number : 2003341305

Signed / Put L.T. in my presence

Advocate
22/12/20



-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

Secma Agwud

Vijaya Laxmi



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Seema Agarwal

Vijaya Keshari

Signed / Put L.T.
In my presence

Advocate

MUTUAL UNDERSTANDING CUM TRIPARTITE

AGREEMENT:

THIS TRIPARTITE AGREEMENT is made on this the 27th day of December, 2020, at Jamshedpur: BY & BETWEEN:-

M/s. S. S. CONSTRUCTION (PROMOTERS AND DEVELOPERS), a Partnership firm, having its office at AASTHA LEGEND, 3rd. floor, Diagonal Road, Bistupur, within P.S. Bistupur, Town Jamshedpur, District East Singhbhum, in the State of Jharkhand, being represented by one of its Partners' namely SRI VINOD KUMAR AGARWAL Son of Late B. L. Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, resident of AASTHA HITECH CITY, Duplex No.20, Sonari, within P.S. Sonari, Town Jamshedpur, District East Singhbhum, in the State of Jharkhand, hereinafter referred to as the First Party / LAND OWNER (Which expression shall unless excluded by and or repugnant to the context shall mean and include its/his/their legal heirs, successors, administrators, executors, legal representatives, nominees and assigns, successors in office etc.) of the First Part;

AND

M/s. PRIME ASSOCIATES (a Partnership Firm), having its Office at Mangal Bhawan, Dimna Road, Mango, within P.O. & P.S.



Seema Agrawal

Vijaya Laxmi

Signed / Put L.T.
In my presence

Advocate

Mango, Town Jamshedpur, District East Singhbhum, in the State of Jharkhand, represented by one of its Partners' SRI MUKESH KUMAR Son of Late Anand Kishore Singh, by faith Hindu, by Nationality Indian, by Occupation Business, Resident of Dimna Road, Mango, within P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, in the State of Jharkhand, hereinafter referred to as the Second Party / Builder / Relinquisher (Which expression shall unless excluded by and or repugnant to the context shall mean and include its/his/their legal heirs, successors, successors-in-office, administrators, executors, legal representatives, nominees and assigns etc.) of the Second Part.

AND

V. L. INFRA Promotor & Developer, having its registered Office at S-3, Prime Regency, Baliguma, Mango, Jamshedpur, represented by its Proprietor SMT VIJAYA LAXMI (PAN - ADAPL2687H, Aadhar No.3005 9608 8169) Wife of Sri MUKESH KUMAR, by faith Hindu, by Nationality Indian, by Occupation Business, Resident of 90, Hariharnath Colony, Dimna Road, Mango, within P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, in the State of Jharkhand, hereinafter called the Builder & Promoter / Third Party (Which expression shall unless excluded by and or repugnant to the context shall mean and include its/her legal heirs, successors, successors-in-office,



Seema Agarwal

Vijaya Lakshmi

In my presence
signed / Put L.T.1

Advocate

administrators, executors, legal representatives, nominees and assigns etc.) of the Third Part ;

WITNESSETH AS FOLLOWS:

WHEREAS, the First Party is the absolute, lawful, bonafideowner of the landed property described in the Schedule below and have been in peaceful physical possession and occupation over the same without any let, hindrance, disturbance, obstruction, interference or interruption from any person or corner and have been paying the due Land Revenue to the Landlord, the State in its own name and have been exercising all acts of ownership thereto.

AND WHEREAS, intending to cause development and construction of a multistoried building project upon the Schedule below landed property, the First Party and the Second Party entered into one Development Agreement on dated 27/03/2012, executed at Jamshedpur and to that effect a Registered General Power of Attorney bearing Deed No.IV-1726/358 dated 28/03/2012, registered at District Sub Registry Office, Jamshedpur was also executed by the First party in favour of the Second Party and being adequately equipped with, the Second Party got the Building Plan approved from the local municipal authority Mango Notified Area Committee, Jamshedpur vide Building Permit No.110/12 dated 31.10.2012 for undertaking



✓ Seema Agarwal

Vijaya Texmi

Signed / Put L.T.I
In my presence

Advocate

construction works upon the said landed property and the Registration Certificate of the intending Project under JHRERA was also obtained vide Certificate No. JHARERA/PROJECT/476/2020 Dated 27/02/2020 and the Second Party commenced the construction works of the project;

AND WHEREAS, owing to the severe market recession caused by the pandemic resulting in financial crisis of the Second Party and owing to some other emergent necessity, the Second Party landed in deep trouble and failed to execute the project as per the terms agreed upon in the Development Agreement and under the circumstances it has become impossible as well as necessity for the Second Party to quit and exit from further execution of the intending project named as 'PRIME REGENCY', situated New Baliguma, Mango, Jamshedpur;

AND WHEREAS, responding to the requests of the Second Party to transfer the project to the Third Party and after detailed discussions on the subject, the First Party agreed to the joint proposal of the Second Party and the Third Party and all the parties thought it desirable and expedient to reduce the terms in writing to avoid future legal complications and disputes and hence the parties have agreed to enter into this indenture, on the following terms and conditions :



✓ Seema Agarwal

Vijaya Saxmi

Signed / Put L.T. in my presence

Advocate

NOW THIS MUTUAL UNDERSTANDING CUM TRIPARTITE AGREEMENT WITNESSETH AS FOLLOWS:

1. That it has been mutually agreed between the parties that on and from the date of execution of this MOU cum Tripartite Agreement, the Development Agreement executed on dated 27/03/2012 between the First party and the Second Party shall stand cancelled, terminated & revoked and shall be deemed to be inoperative in law for, all intents and purposes and shall not have any legal consequence thereof, however, the First party and the Third Party shall simultaneously execute a fresh Development Agreement to that effect, containing the same terms and conditions as contained in the said Development Agreement dated 27/03/2012 executed between the First party and the Second Party, for the completion of the development and construction works of the remaining part of the intending project upon the Schedule below landed property and for the said purpose, the First party shall also constitute the Proprietor of the Third Party firm as its/his/their Attorney, by the execution of a noterised General Power of Attorney, to enable the Third Party to commence and continue its business of development of the project and sale of the Flats/parking spaces/Commercial spaces etc. of its share of the property as per the new Development Agreement, to the Intending Purchasers.



Seema Agarwal

Nijaya Lakshmi

Signed / Put L.T. in my presence

Advocate

2. That it has been mutually agreed between the parties that the Third Party shall complete the remaining part of the intending Project within 24(Twenty Four) months from the date of execution of this indenture, however in cases of exigencies it shall have Six (6) months grace period.

3. That it has further been mutually agreed between the parties that the First Party shall have 40% share in the entire Project i.e. 40% share in the residential areas, Parking area as well as Commercial spaces in the intending project.

4. That the entire accounts of investments of the Second Party till date have been assessed and after negotiations & discussions it has been settled and mutually agreed between the parties that the Third Party shall pay a Sum of Rs.5,75,000/- (Rupees Five Lakhs Seventy Five Thousand) only to the Second Party Partnership Firms namely: Prime Associates as the full and final settlement for the project, to which the Second Party have voluntarily agreed and hence forth the Second Party shall cease to have any claim of right, title, interest of any kind, whatsoever or possession over and in respect of any part of the intending project and the Third Party shall be free to execute and complete the project without any interferences or disturbances from any corner.



✓ Seema Agarwal

✓ Vijaya Lakshmi

Signed / Put L.T.1
in my presence

Advocate

5. That it has been mutually agreed between the parties that till date all the Bookings/Allotment of the/ in favour of the intending Purchasers in the upcoming project which have been accepted by the Second Party shall be taken over by the Third Party. It be mentioned that till date the Second Party have executed the project in proportion to the deposits of the intending buyers with the Second Party, which have been thoroughly assessed and have been mutually agreed between the parties and accordingly, hence forth, the Second party shall no more remain answerable to the such intending buyers and all such responsibilities and liabilities for completion of the project shall be discharged by the Third Party alone without any liability to that effect of the Second Party member/s. Further it be mentioned that, hence forth, all the due payments from the buyers shall be recovered by the Third party alone without any corresponding claim from the Second Party. All the existing buyers shall be duly intimated in due course about the fact of the transfer of business as well as the corresponding liabilities & responsibilities from the Second Party to the Third party concerning the development and completion of construction works of the intending project.

6. That after receiving the above amount from the Third Party, the Second Party shall not be entitled for any other claim from the



Seema Agarwal

Vijaya Laxmi

Signed / Put L.T.
in my presence

Advocate

First Party or the Third Party and the Second Party further undertakes to be physically present at all times, whenever required, to complete the legal documentation work, without any unnecessary delay and the Second party shall also be obliged and answerable to the other partners of the firm as he is representing the firm alone.

7. That it has been mutually agreed between the parties that till date all the liabilities of the Second Party in the open market concerning the development and construction of the intending project shall be discharged by the Second Party alone without any corresponding liability of the Third Party and the Third Party shall never be made answerable for any such liability of the Second Party.

8. That the Third party shall be entitled to sale its share in the intending project to the intending buyer/s as per the terms of the Development Agreement and the notrised Power of Attorney which will be executed and registered by the First Party in favour of the Third Party.

9. That, the First and Third Party will act together towards the grand success of the project and it is declared by the First Party that whenever and wherever the presence of the First Party



Seema Agarwal

Vijaya Laxmi

~~Signed / Put L.T.1
In my presence~~

Advocate

would be required in future, it/he/they shall come and present at all such times and will also execute any legal document in the office of such competent authority as per its requirements.

10. That, it is the sole obligation and duty of the Parties to complete and fulfill their respective promises and none will enter into any similar agreement with any other parties except the above three parties as present in this indenture.

11. That, the parties have promised to remain fair in their respective dealings and none will try to deceive the other party under any circumstances. The schedule below property is free from any or all kind of liens, charges, mortgage and encumbrances. If any kind of defect in possession or title arose in future, then the First and Second Party will be liable to clear the same.

12. That all the parties entered into this tripartite agreement after fully understanding its contents in sound mind and health, in possession of all senses, voluntarily, out of their respective free will and consent, without any kind of force, coercion, undue influence or mis-representation from any corner and with full knowledge about the local laws, for all intents and purposes.



Seema Agarwal

Nitya Bexmi

Signed / Put L.T.
In my presence

Advocate

13. That, the parties hereby declare that they have not entered into any such indenture before signing this indenture and will not enter into any such similar agreement with any other party till the purpose of this indenture is fulfilled. The Courts of Jamshedpur shall have jurisdiction in any or all kind of matters arising out of this indenture.

SCHEDULE

(Description of the property above referred to)

In the District East Singhbhum, under the District Sub Registry Office and Town Jamshedpur, situated in Mouza Baliguma and P.S. M.G.M., Thana No.1150, Ward No.10 (M.N.A.C.), within the State of Jharkhand, all that piece and parcel of raiyati homestead / commercial land measuring an area 21.38 Kathas, recorded under Old Khata No.288, 280 & 287 corresponding to Old Plot Nos.561, 563, 564, 565 & 316 within Halka No.9, corresponding to New Survey Settlement Khata No.563, in New Plot No. 457a, b, which is bounded by:-

On the North:Plot No.458,

On the South:Road,


On the East:Plot No.456,

On the West:Road.



IN WITNESSES WHEREOF the parties hereof put their signature on this indenture, on this the 27th day of December, 2020.

WITNESSES:

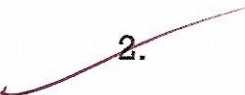


SIGNATURE OF FIRST PARTY:

1. 



SIGNATURE OF SECOND PARTY:

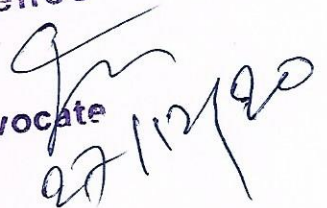
2. 



SIGNATURE OF THIRD PARTY:



Signed / Put L.T.
In my presence


Advocate

Notary Public
J. M. Starova
27/12/20

NOTARY
JHARKHAND