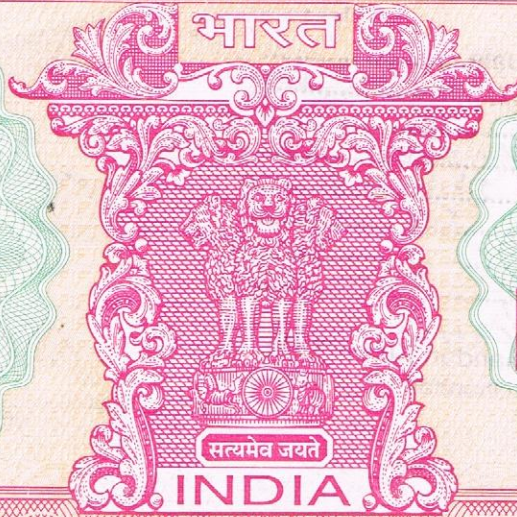


भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

A 339879

M/S. RELIANCE BUILDERS

  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS

  
Partner.

**DEVELOPMENT AND COLLABORATION AGREEMENT**

This Memorandum of Agreement is made on this the <sup>20th</sup> 9<sup>th</sup> day of May 2011 at Dhanbad :-

**Between**

1. Sri Chandan Kumar Lala, S/o. Late Suraj Narayan Lala
2. Sri Pankaj Kumar Lal and Sri Dipak Kumar Lal, both sons of Late Shyama Charan Lal.
3. Smt. Ratna Chattaraj, W/o. Sri Dharendra Nath Chattaraj

All by faith Hindu, all resident of Gyan Mukherjee Road, Hirapur, P.S. Dhanbad, District – Dhanbad, hereinafter called the OWNERS (which expression shall unless excluded by or repugnant to the context or mean to includes his / her / their respective heirs, successors, executors, administrators, representative, nominee and assignees) of the FIRST PART :

Reliance Constructions

  
Partner

Chander K. K. K.  
R. Chattaraj

Pankaj Kumar Lal  
Dipak Kumar Lal



Chandan Krishna  
R. Chatterjee  
Ranjit Kumar Lal  
Deepak Kumar Lal

Reliance Constructions  
Partner

M/s Reliance Constructions  
Partner.

Reliance Constructions  
M/s. RELIANCE CONSTRUCTIONS  
Chakraborty  
Partner.

AND

Construction

M/s. RELIANCE BUILDERS, a partnership firm having its Registered Office at Bistupur, Jamshedpur, District Singhbhum East, and having branch office at Hirapur, Dhanbad, P.O. & P.S. & Dist. – Dhanbad, represented by its Partners Sri ABHIJIT CHAKRABORTY son of Sri Arojit Chakraborty and Sri CHITTA RANJAN DAS son of Late Siti Kantha Das, resident of contractors Area, Bistupur, Jamshedur-1 and 62 Pennar Road, Sakchi, Jamshedpur-1, respectively, hereinafter called the DEVELOPERS / BUILDERS (which expression shall unless excluded by or repugnant to the context be deemed and construed to mean and include his / their respective heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the SECOND PART ;

WHEREAS Late Ramtahal Ram, had acquired various land in Mouza Hirapur and other Mouza including 10 Kathas land of Plot No. 1107 under Khata No. 109, Khewat No. 1 situated in Mouza Hirapur Mouza No. 7, within Dhanbad Municipality Now Dhanbad Municipal Corporation, Old Ward No. 1, then after Ward No. 4 and New Ward No. 30 by registered Patta No. 3240 dated 19.09.1934 from ex-landlord Jharia Raj Estate which is entered in Book No. 1 , Vol. No. 33 pages 52 to 55 for the year 1934.

AND WHEREAS , the said Ramtahal Ram came in possession of the aforesaid 10 Kathas land by virtue of said registered Patta and constructed four single storied building on equal land of the said plot.

AND WHEREAS, the said Ramtahal Ram paid rent to the State for the aforesaid land and holding tax to Dhanbad Municipality regularly till his death.



Reliance Constructions

Partner

Reliance Construction  
M/S. RELIANCE BUILDERS

Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS

Partner

AND WEEREAS, the said Ramtahal Ram died leaving behind his four sons, namely , Suraj Prasad, Chandra Prasad, Kamleshwar Prasad and Shambhu Prasad who after the death of their father came in possession of the aforesaid property along with other properties of their father and subsequently they amicably partitioned the aforesaid property along with other properties left by their father.

AND WHEREAS, in the said amicable partition one of the single storied house situated over the land bearing Plot No. 1107 under Khata No. 109, being Holding No. 89 which is described in the below fell in the share of Kamleshwar Prasad.

AND WHEREAS, said Kamleshwar Prasad died living behind his son Sri Pramanand Rai. And after death of said Pramanand Rai his widow Smt. Shanti Devi was in peaceful possession over the said property being absolute owner.

AND WHEREAS, above named owners No. 1 Sri Chandan Kumar Lala, purchased a peace of land from Smt. Shanti Devi vide registered deed no. 7358 dt. 23.06.2008 measuring an area 2.5 kathas i.e. 4.12 Decimals of land together with the single storied house standing thereon.

AND WHEREAS out of 2.5 kathas of land said Chandan Lala sold 841 sq.ft. or 1.93 decimal of land to Sri Pankaj Kumar Lala and Sri Dipak Kumar Lala above named the owners no. 2, vide registered deed of sale bearing no. 4590 dt. 31.03.2010.

AND WHEREAS after death of said Ramtahal Ram is four sons Shambhu Prasad, Suraj Prasad, Chandra Prasad and Kamleshwar Prasad sold a peace of land measuring and area of 2.5 kathas of land and old building to Miss Ira Mukherjee vide sale deed no. 553 Dt. 31.01.1997 being municipal H. No. 90, Ward No. 4.

Pankaj Kumar Lala  
Dipak Kumar Lala  
R. Chatterjee



Reliance Constructions  
Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

AND WHEREAS said Miss Ira Mukherjee sold 832 sq.ft. of land out of 2.5 kathas of land to Smt. Ratna Chattaraj vide registered deed no. 2747 dt. 27.06.1997.

AND Whereas the owners above named are the absolute owner of land recorded within the District Dhanbad, P.S. Dhanbad, Pargan Jharia, Mouza Hirapur, Mousa No. 7, plot No. 1107 under Khata No. 109 New Municipal Ward No. 30, Holding No. 89 and 90 at Gyan Mukherjee Road, Hirapur, Dhanbad, measuring an area more or less 2632 sq.ft. morefully described in the schedule below .

AND WHEREAS, the parties of the first part are the absolute owners of all that piece and parcel of the land and building and are in peaceful possession in the property mentioned in schedule below without any obstruction or interference from any corner and are paying rent to the State of Jharkhand and Dhanbad Municipality from time to time regularly, after mutation of land in their name.

AND WHEREAS, the Developer / Builder above named is a partnership firm having its head office at Contractors area, Bistupur, P.S. Bistupur, Town Jamshedpur, District Singhbhum East and Branch Office at Dhanbad, P.O. & P.S. & District Dhanbad and carrying on its business of construction and development of land and building.

AND WHEREAS, the parties of the first part wants to construct a multistoried building in accordance with the Municipal Law, parking space etc. on the schedule below land after dismantling the exiting structures as per plan duly approved and sanctioned by the proper authority. But since the owners are busy with their personal affairs and they do not have the technical expertise, financial resources or marketing

Vankaj Kumar Choudhary  
Deepak Kumar  
R. Chattaraj



Reliance Constructions  
Partner

Reliance Constructions  
Partner

Reliance Constructions  
Partner

Patna Chatterjee

Chandran K. S. Jela  
Dorpak Kumar Das

Indraj Kumar

experience, have given an offer to the builder of the second part to construct the said multistoried building and after protracted negotiation the builder have agreed have to develop and construct the said building as per approved building plan entirely at their own (i.e the builder's) cost and several terms and conditions had been mutually agreed upon by and between the parties but the avoid any future difficulties and complication the parties intend to reduce the aforesaid terms and conditions into writing and accordingly the terms and conditions so agreed upon are recited in this agreement.

NOW THIS DEED DEVELOPMENT AND COLLABORATION AGREEMENT WITNESSETH AS FOLLOWS :-

1. That the owner/s shall give vacant possession of the aforesaid properties mentioned in the schedule below in favour of the builder within May 2011.
2. That the owner/s execute and register a General Power of Attorney in favour of Sri Chitta Ranjan Das, S/o Late Siti Kantha Das, who is one of the partner of the firm M/s. RELIANCE CONSTRUCTIONS, Jamshedpur by which the above named owner/s are the parties of First Part fully empowering the second party to develop the land after dismantle of the existing building or super structure standing on the land mentioned in schedule below, to construct, build and erect said multistoried building as per approved plan duly passed by the proper authority and to do all necessary acts and things in connection with Municipality or any other office or offices and to submits building plan application etc. The said power shall not be revocable until the building complete in all respect and transfer to prospective purchasers of flat or shop owners.



Pankaj Kumar Lal Choudhary vs. Jela  
Deepak Kumar Lal  
R. Chatterjee

Reliance Constructions  
6  
Partner

Reliance Constructions  
~~M/S. RELIANCE BUILDERS~~  
Partner.

Reliance Constructions  
~~M/S. RELIANCE BUILDERS~~  
Chatterjee  
Partner.

3. The construction of the building complex will be completed / finished within time of TWO years from the date of agreement. The developers will prepare a plan and submit the same before the Municipality and proper authority for necessary approval / sanction and on receipt of the approval / sanction of the building plan they will start the construction works, with the consent of the owner's.
4. (a) The Builders / Developers shall construct, build and erect the said building over the said property in accordance with the said plans to be sanctioned / approved by the property authority. The entire costs of preparation of building plans shall be borne by the Developers / Builders. In course of construction the Developers shall use super quality of building materials.
- (b) That the owners, however, shall remain liable for any encumbrances / liabilities in respect of the said properties.
- (c) Further that the owners shall be liable to meet and resolve the objections and disputes raised, if any, by their legal heirs and successors of the owner above named or the owner of the adjacent land/neighbourhood at the time of Demolition of the existing structures of the schedule below properties. The owners hereby agreed that he shall indemnify or keep the developers indemnified against losses / damages arising out of such dispute / objection, in course of the proposed development of the schedule below properties.

5. COMMENCEMENT :

This Agreement shall commence on and from 20<sup>th</sup> day of May 2011.

oct-  
2011  
Partner.

Sankar Kumar Lal Chander Wajela  
Deepak Kumar Lal R. Chatterjee

Reliance Constructions  
Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

6. CONSTRUCTION :

- (a) It shall be the responsibility of the Developers / Builders to submit pursue and followup the building plan to be sanctioned by the proper authority.
- (i) All expenses/charges incurred in respect of approval / sanction or modification and/or alteration of the sanctioned plan and for any other plan submitted and /or be submitted for approval / sanction shall be borne by the Developers / Builders. Before sanction of plan Builders should sit and discussed about the plan with the above named owners, so that plan should be better as better it is.
- (ii) The requisite fees for sanction of the plans to be submitted immediately or in future shall be borne by the Developers / Builders.
- (b) The Developers / Builders shall forthwith in execution of these presents and after dismantling the existing structures start construction of the said property in right earnest in accordance with the plans and specifications and elevation sanctioned by the proper authority subject to any amendment modification or variation or alteration to the said plans and specifications which may be effected or as the Developers / Builders think fit and proper.
- (c) The said building over the said property to be constituted under the direct control, supervision, guidance of the said Developers/ Builders and/or their agents.



Reliance Constructions  
Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

- (d) The Builder shall used all good qualities of materials i.e. Rod, Cement, Bricks etc. for construction of the said building and also installed Sound proof generator and OTIS make lift in the premises.
- (e) The Developers / Builders shall make their best endeavours to complete / finish the said buildings in all respect, which included water resources, by municipal and boring water, electrification, sewage, drainage etc., so as to make it fit for occupation within 24 months from the date of sanction of building plan and after dismantling the building, unless prevented by reasons beyond the control of the builders viz. strikes earth quakes, civil commotions, rites and litigations or any, other genuine unforeseen circumstances.
- (f) That the builder shall carry out the construction of the building with the approved building plan and /or revised building plan. The builder shall be solely responsible for any deviation of construction from the building plan and the owners shall under no circumstances be held responsible for any such deviation, if any.
- (g) The owners shall under no circumstances to pay any amount by way of salary or any third party. The owners shall have no liability for any loan or mortgage or other security to any financial institution / Bank and the Developer shall be fully liable for the same.

7. **POSSESSION :-**

The owners hereby agree and covenant with the Developers / Builder as follows :-

Ranjay Kumar Choudhary M. Jela  
Daddek Kumar Reddy  
R. Chaitanya



Reliance Constructions  
9  
Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

- (a) Not to cause any interference or hindrances in the construction of the said building over the said land by Developers / Builders, *save and except in the event of violation of terms mention in Para 3(A) of this agreement.*
- (b) Not to prevent the Developers / Builders in any way from negotiation with parties for assigning transferring, disposing or letting out any portion of the Building / Apartment in respect of their 60% Builder's allocation.
- (c) Not to enter any agreement or transfer convey or assign or encumber or deal with said property or any portion thereof with any third party and shall duly convey and transfer the said proportionate impartable undivided share in the land of the Developers / Builders or its nominees any time upon receipt of advise / intimation from the Builder.

8. CONSIDERATION :

- (a) That in consideration of the owners conveying and assigning to the Developers / Builders, the Development right / right of construction over the schedule below property and also right to sell / transfer / assign the various constructed flats / land parking space to the various persons. It is mutually agrees and decided by and between the parties hereto the that the owner / lanlord of the first part, shall be entitled to get 40% area in basement and 80% constructed Super built up area in ground floor, 1<sup>st</sup> floor and 2<sup>nd</sup> floor only. It is specifically mentioned and agreed between the Parties that the cost of 20% Super built up area in ground floor, 1<sup>st</sup> floor and 2<sup>nd</sup> floor shall be paid by the owners to the Builders @ Rs.1400/- [one thousand four hundred] only per Sq. ft. and owners have no right or any claim over 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> floors.
- (b) It is also agreed between the parties that the cost of extra 20% S.B. area as above for ground, 1<sup>st</sup>, 2<sup>nd</sup> floor shall be paid by the owners to the Builders in three equal installment within ~~12~~ months from this date of agreement.

24  
Chas

Chandan W. S. S.

R. Chatterjee

Pankaj Kumar Lal  
Deepak Kumar Lal



Reliance Constructions

Partner

Reliance Constructions  
M/s. RELIANCE BUILDERS

Partner.

Reliance Constructions  
M/s. RELIANCE BUILDERS

Partner.

- (c) That in consideration of the terms here above agreed to confirm upon the Developers / Builders the right to construction over the said property and also their right to transfer and assigning the various constructed area in the said building except the owners allocation as aforesaid, on the said land together with the proportionate interest in the said land comprised in the said property at such rate as may be settled by the Builders. However the consideration amount payable by the prospective purchaser in respect of such transaction shall be retained by the Builder and the owners shall not be entitled to get the aforesaid consideration amount to be paid by any purchaser in view of assignment in their favour.
9. That the developers / builders shall have the right to enter into agreement with prospective purchaser/s to sell / transfer / change / assign and let out the constructed built up area pertaining to their allocation and the owners shall not raise any objection to such transfer assignment. The owner shall handed over all original papers / documents to the builders for smooth running all works of constructions.
10. That the Developers / Builders shall be at liberty to appoint their own contractors, staffs, supervisors, manager, architectures engineers to carry out the construction and the owners shall not any objection to the same.

Ranjay Kumar Lal Choudhary M. Jala  
R. Chattaraj  
D. P. K. Kumon Lal



Reliance Constructions

Partner

Reliance Constructions

M/S. RELIANCE BUILDERS

Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS

Phadkary

Partner.

11. That the Developers / Builders shall have the right to receive from the intending parties any earnest money and or take advance or advances and also the balance or consideration cost of consideration amount at the case may be and to grant receipts and executed such documents may be deemed necessary and to present the same for registration. The owners hereby agree to ratify and confirm acts/deeds/things which the Developers / Builders shall lawfully do in connection with the sale of undivided interest in the laid until in the said proposed building.
12. That the right, title and interest of the building shall always remain with the owners & builders. The owners or its claimants or successors legal heirs shall not be entitled to raise any claim or demand whatsoever except their 40% allocation.
13. That the owners hereby agreed to execute and sign all necessary papers, documents, letters, power of attorney which may be require for carrying out the smooth construction of the proposed building complex and to render all help and assistances to the Developers / Builders to facilitate the construction of the proposed building on the said plot of land or the transfer / sale of the independent units.
14. That the owners shall remain liable for an encumbrances in respect of the said land.
15. The name of the said building shall be given by Builders.

Shreebharan M. J. J.

R. Chatterjee

Pankaj Kumar Lal  
Deepak Kumar Lal



Reliance Constructions  
Partner

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

Reliance Constructions  
M/S. RELIANCE BUILDERS  
Partner.

16. In any case of any dispute or difficulties arising before or after completion of construction or in the event of abandonment of the work as to the interpretation of terms of this agreement or touching or relating to the said building or work or any clause under this contract any other supplementary any clause under this contract any other supplementary contract dispute relating to entitlement between the parties shall be referred to Arbitrator to be appointed by the owners & builders whose decision shall be final, and the son of owner No. 3, Sri S.K. Chattaraj shall be represented owner no. 3 in all matters or in any discussion.
17. That if the owners want to dispose off their allocation in full or in part to any third party through Builders in that case Builder shall render full co-operation to the owners on mutual understanding upon owners and builders.
18. The Building plan will be residential cum commercial Building.
19. The Dhanbad court shall have the jurisdiction on all legal matters and disputes.

### SCHEDULE

Within the District and P.S. Dhanbad, Mouza Hirapur Mouza No. 7, Khata No. 109, Plot No. 1107 Municipal Holding No. 89 & 90, Ward No. 4 at Gyan Mukherjee Road, Hirapur, Dhanbad measuring total area 2632 sq.ft. more or less and bounded by :-

North : Gyan Mukherjee Road  
 South : Common Alley  
 East : House of Mr. Sahay.  
 West : House of Era Mukherjee

Chander W. D. S.

R. Chattaraj

Pankaj Kumar Lal  
 Deepak Kumar Lal