

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

झारखण्ड JHARKHAND

B 100810

Reliance Constructions

Partner

Awadh Kishore Sahay

Savitri Devi

Amarendra Kumar Sahay

Poonam Sahay

Amitesh Kumar Sahay

कुमारी सविता सहय

DEVELOPMENT AND COLLABORATION AGREEMENT

This Memorandum of Agreement is made on this the 16th day of November 2011 at Dhanbad :-

Between

1. Awadh Kishore Sahay, S/o. Late Shitala Nand Lalla,
2. Smt. Savitri Devi, W/o. Sri Awadh Kishore Sahay
3. Amarendra Kumar Sahay, son of Sri Awadh Kishore Sahay
4. Amitesh Kumar Sahay , son of Sri Awadh Kishore Sahay
5. Smt. Poonam Sahay, W/o. Amrendra Kumar Sahay,
6. Kumari Savita Sahay, D/o. Awadh Kishore Sahay

All by faith Hindu, all resident of Hirapur, P.O. & P.S. Dhanbad, Dist. Dhanbad, hereinafter called the OWNERS (which expression shall unless excluded by or repugnant to the context or mean to includes his / her / their

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Reliance Constructions

Abhijit Chakraborty

Partner

Reliance Constructions

Shitala Ranjan Das.
16.11.11.

Partner

Awadh Kishore Sahay
 Smiti DEVI
 Anandendra Kumar Sahay
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Pooam Sahay

Amitesh Kumar Sahay

ABHIJIT SRI RANJAN DAS

respective heirs, successors, executors, administrators, representative, nominee and assignees) of the FIRST PART :

AND

M/s. RELIANCE CONSTRUCTIONS, a partnership firm having its Head Office at Sakchi, 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, and Sri Amitesh Kumar Sahay, S/o. Sri Awadh Kishore Sahay, resident of contractors Area, Bistupur, Jamshedur-1 and 62 Pennar Road, Sakchi, Jamshedpur-1, and Chiragora, Hirapur, Dhanbad, Dist. Dhanbad, 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.

Awadh Kishore Sahay
SAVITRI DEVI

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Amarendra Kumar Sahay

Poonam Sahay

Amitesh Kumar Sahay

कुमारी सविता साहय

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.

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 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-Sri Awadh Kishore Sahay, Smt. Savitri Devi, Sri Amrendra Kumar Sahay, Amitesh Kumar Sahay, Smt. Poonam Sahay and Smt. Savita Sahay vide Reg. Sale Deed No. 13 dated 03.01.1994.

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. 88 at Gyan Mukherjee Road, Hirapur, Dhanbad, measuring an area more or less 2017 sq.ft. morefully described in the schedule below .

Aparath Kishore Sahay
Savitri Devi

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Anarendra Kumar Sahay

Anil Kumar Sahay
Poojyam Sahay

कुमारी सविता सहाय

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 Sakchi, P.S. Sakchi, 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 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 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.



Partner



Partner



Partner

Awadh Kishore Sahay

Savitri Devi

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Amarendra Kumar Sahay

Amitesh Kumar Sahay

Pooanam Sahay

कुमारी सवित्री साहू

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 15th Nov 2011.
2. That the owner/s execute and register a General Power of Attorney in favour of Sri Amitesh Kumar Sahay, S/o. Sri Awadh Kishore Sahay, 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.
3. The construction of the building complex will be completed / finished within time of 30 MONTHS 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.

Anurag Kishore Sahay

Savitri Devi

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Anarendra Kumar Sahay

Anil Kumar Sahay

Pooam Sahay

कुमारी सावित्री साहय

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 proper 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 16th day of November'2011.

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.

Surath Kishore Sahay
Savitri Devi
Anarendrakumar Sahay
Anand Kumar Sahay
Poojam Sahay

सुहास साहू एफएच

- (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.
- (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.

Chaitanya

Shruti

Reliance Constructions

Partner

Reliance Constructions

Partner

Reliance Constructions

Partner

Prath Kishore Sahay

SARITJ D E V ;

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Amarendu Kumar Sahay

Amitabh Kumar Sahay

Poonam Sahay

कृपया सादर धन्यवाद

- (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 30 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 :-

- (a) Not to cause any interference or hindrances in the construction of the said building over the said land by Developers / Builders.

Partner

Swath Kishore Sahay
Savitripriya

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Anarendran Kumar Sahay

Anshu Kumar Sahay
Pooanam Sahay

21/11/20

- (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.
- (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 to 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 agreed and decided by and between the parties hereto that the owner / landlord of the first part, shall be entitled to get a total sum of Rs. 37,50,000/- (Rupees Thirty seven lakhs fifty thousand only). Out of which a sum of Rs. 5,00,000/- (Rupees five lakhs only) will be paid by the builders to the owners at the time of Bhumi Pujan and the owners shall grant proper receipt for the same. It is further agreed between the parties that the balance amount of sum of Rs. 32,50,000/- (Rupees thirty two lakhs fifty thousand only) will be paid by the builders to the owners within one year from the date of Bhumi Pujan.

Partner

Partner

[Signature]
Partner

[Signature]
Savitri Devi

[Signature]
Anarendra Kumar Sahay

[Signature]
Anita Kumar Sahay

[Signature]
Praveen Sahay

[Signature]
[Illegible]

(b) 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 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.

[Signature]
Partner

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 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.

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

[Signature]
Partner

Anurath Kishore Sahay

Savitri Devi

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Anuram Kumar Sahay

Anilata Kumar Sahay

Poornam Sahay

कुमारी सविता सहय

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 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.
13. That the owners shall remain liable for an encumbrances in respect of the said land.
14. The name of the said building shall be given by Builders.
15. 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.
16. The Building plan will be residential cum commercial Building.

SCHEDULE

Within the District and P.S. Dhanbad, Mouza Hirapur Mouza No. 7, Khata No. 109, Plot No. 1107 Municipal Holding No. 88, Ward No. 4 at Gyan Mukherjee Road, Hirapur, Dhanbad measuring total area 2017 sq.ft. more or less and bounded by :-

Chakraborty

Sahay

Avash Kishore Sahay

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North : Gyan Mukherjee Road
South : Common Alley
East : Alley
West : House of Chandan Lala & Dipak Lal

In witnesses whereof the parties have hereto set and subscribed their respective hands and seals on the date, month and year first written above.

Witnesses :

1.

1. Avash Kishore Sahay

2.

2. SAVITRI DEVI;
3. Amarendra Kumar Sahay
4. Anil Kumar Sahay
5. Poonam Sahay
6. कुमारी सविता सहय

OWNERS

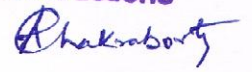
Reliance Constructions

1.


16/11
Partner

2.

Reliance Constructions


Partner

3.

Reliance Constructions


Partner

DEVELOPERS