



झारखण्ड JHARKHAND

B 729265

Seema Singh
Ajit Kumar Keshri
Nandgopal Sah
Dilip Sah
Sudhir Kumar Keshari

GENERAL MEMORANDUM OF AN UNDERSTANDING (GMOU)

This GENERAL MEMORANDUM OF UNDERSTANDING is made on this the 7th day of November, 2016

BETWEEN

SHIV SAI INFRASTRUCTRE with registered office At Court Road - Opp. - Govt. Bus Stand. Punjab National Bank Building Deoghar, Jharkhand- 814112. Through its Proprietor Mrs. Seema Singh W/O Mr. Om Prakash Singh, hereinafter called and referred as "THE DEVELOPER" (which expression shall unless repugnant to the content or meaning thereof shall be deemed to mean and include its Directors, Successors, and permitted assigns) of the ONE PART

AND

- 1) Sri. Dwarka Prasad, S/O Late Rameshwar Lal Sah, R/O- Kushta Ashram Road, Gopaibagh, near Sadar Hospital Road, Jhounsa Garhi, P.S / Sub- Division / Sub - Registry & District- Deoghar, Jharkhand, 2) Nandgopal Sah, S/O- Late Rameshwar Lal Sah, 3) Ajit Kumar Keshri, S/O- Late Rameshwar Lal Sah, 4) Dilip Sah : S/O- Late Rameshwar Lal Sah, These three residents of Muhlla - Sailwala Roy Road Near Bhagwan-Takij, P.S / Sub- Division / Sub - Registry & District- Deoghar, Jharkhand, 5) Sudhir Kumar Keshari, S/O Late Rameshwar Lal Sah, R/O- Muhlla - Sanmel Bazar, P.S / Sub- Division / Sub - Registry &

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District- Deoghar, Jharkhand, herein after called THE OWNERS (Which expression shall be deemed to include their heirs executors and assigns of the OTHER PART.

WHEREAS THE LANDOWNER is in exclusive possession of the Land mentioned herewith. THE LANDOWNER and THE DEVELOPER both are agreed to develop said piece of Land measuring 31,067 Square Feet as per map attached. situated at T.P.P. No. 31 and 31 "A" under JB No.- 659 and 619 Mouza- Jhounsha garhi ,P.S. No. 582, within P.O., P.S., Sub. Div.& Distt.- Deoghar, JHARKHAND, also Nagar Nigam Ward No.

Basauri Land Butted and bounded as follows- T. P. P. No. 31, and 31

NORTH:- Land of Bisu Rout And Sionana Mauza Baijnathpur

SOUTH - Param Parkash Nand Jha Path

East: - Ram Rout and Others

West- Land of Triloki

Whereas the Owners and Developers have decided to reduce the terms and conditions in writings to avoid misunderstanding in future on the basis of following terms and conditions :-

- 1) THE OWNER and THE DEVELOPER both hereby agree upon the name of the proposed multistoried building shall be "SAIVITES BHAGWAN RAMESHWARAM APARTMENT" which can't be changed.
- 2) THE DEVELOPER hereby agrees to pay THE OWNER a total sum Rs.45.50 Lakhs (Rupees Forty Five Lakhs & Fifty Thousand only) towards the development of the said piece of land into a Multistoried Apartment as per following details:
 - Rs. 30 Lakhs is payable as Security Deposit. THE DEVELOPER hereby agrees with THE OWNER to recover the security deposit without interest after completion of the work.
 - Rs. 12 Lakhs will be paid as non-refundable deposit
 - Rs. 3.50 Lakhs will be paid to Sri. Dwarika Prasad as non-refundable amount, on account of Warehouse to be taken away by the Developer at their own cost for clearing the site.
- 3) THE DEVELOPER hereby agrees to pay THE OWNER above total sum in Eight(8) Months by way of post dated cheques on signing of the "GENERAL MEMORENDUM OF UNDERSTANDING (MOU)" as per following breakdown:

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 Proprietor

S N	MONTH	DWARIKA PRASAD & OTHERS	AJIT KR KESHARI & OTHERS	SUDHIR KR KESHARI & OTHERS	DILIP KR KESARI & OTHERS	NAN GOPAL SAH & OTHERS	TOTAL
1	OCTOBER, 2016	175,000	87,500	87,500	87,500	87,500	525,000
2	NOVEMBER, 2016	225,000	87,500	87,500	87,500	87,500	575,000
3	DECEMBER, 2016	225,000	87,500	87,500	87,500	87,500	575,000
4	JANUARY, 2017	225,000	87,500	87,500	87,500	87,500	575,000
5	FEBRUARY, 2017	225,000	87,500	87,500	87,500	87,500	575,000
6	MARCH, 2017	225,000	87,500	87,500	87,500	87,500	575,000
7	APRIL, 2017	225,000	87,500	87,500	87,500	87,500	575,000
8	MAY, 2017	225,000	87,500	87,500	87,500	87,500	575,000
	TOTAL	1,750,000	700,000	700,000	700,000	700,000	4,550,000

- 4) THE DEVELOPER hereby agrees to give THE OWNERS 45% (Forty Five Percent) of all Super Built Up area with Car Parking proportionate to number of flats to four owners including other Commercial and non-commercial amenities space i.e. Ajit Kr. Keshari & Others, Sudhir Kr Keshari & Others, Dilip Sahi & Others and Nand Gopa Sah & Others, while 47.5% will be given to Dwarika Prasad & Others of all Super Built Up area with Car Parking proportionate to number of flats to four owners including other Commercial and non-commercial amenities space in full-fledged Multi Storied Building and balance will be in the share of THE DEVELOPER.

There is a common Road Area of 3,179 Square Feet of approx. 12 feet wide Road. This land area is divided in equal portion and added to each portions. Percentage distribution is tabulated below:-

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S N	NAME OF SHARER	MARK	AREA	ROAD	TOTAL AREA	LAND OWNER %	45% LAND	EXTRA 2.5%	AREA	LANLORD'S PORTION	DEVELOPER PORTION
1	AJIT KR KESHARI & OTHERS	A	27.888	3.175	5.178	45%	2.330			2.330	16,875
2	DWARIKA PRASAD & OTHS.	B			5.178	45%	2.330	2.5%	106	2.436	
3	DWARIKA PRASAD & OTHS.	B-1			5.178	45%	2.330	2.5%	106	2.436	
4	SUDHIR KR KESHARI & OTHS.	C			5.178	45%	2.330			2.330	
5	DILIP SAH & OTHS	D			5.178	45%	2.330			2.330	
6	NAN GOPAL SAH & OTHS	E			5.178	45%	2.330			2.330	
					31.067		13.980			14.192	

- 5) THE DEVELOPER hereby agrees in case of any default/failure payment (from their part), according to the Terms and Conditions which is agreed between THE OWNER and THE DEVELOPER, the said AGREEMENT shall be TERMINATED automatically after giving a thirty days notice to THE DEVELOPER, provided the land is free from free from all encumbrance, debts, liens, charges, taxes etc. and the land owners have absolute marketable title over the schedule land of this agreement and no legal case, cases, suit are pending before any legal court of justice in respect to the schedule land of this agreement & suitable for development of Multi Storied Building as per Deoghari Nagar Nigam & Nagar VIKAS, Rachi rules & regulation. THE OWNER shall be at liberty to enter into agreement with another DEVELOPER with the said premises and all payments made and expense incurred by THE DEVELOPER shall stand forfeited.
- 6) THE DEVELOPER will have no right/title or interest in the said premises except only to construct an Apartments/ Flats and to sale their share of the said, Apartments/Flats. THE DEVELOPERS will take necessary approval/sanction from different departments like Municipal Corporation / Nagar VIKAS/ Electricity Board/ Fire Brigade / PHED / etc. which is necessary for the construction of the said Flats/Apartments.
- 7) THE OWNER shall be indemnified from any action, fine, penalties or cost and expenses for any violation of statutory provisions in relation to the said development and construction done by THE DEVELOPER. The sale risk and expense are of THE DEVELOPER.
- 8) THE OWNER hereby agrees to sign time to time necessary applications/Plan which will be submitted to the different concern departments on the local authorities to take permission for the construction of the said Apartments/Flats at the request of and at the cost of THE DEVELOPER.
- 9) THE DEVELOPER hereby agrees and undertakes to obtain necessary sanctions and permissions to construct a Multistoried Building on the pieces of land. THE DEVELOPER will satisfy THE OWNERS of the said premises also and also agreed to construct the said Multistoried Building with their own cost.

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- Proposed Basement (if considered), Ground Floor & 6 or 7 Floors (Subject to approval of plans from Deoghar Municipal Co-operation) as well as Nagar Vikas, Ranchi.
- 10) THE OWNER shall provide full right to THE DEVELOPER by way of signing Registered General Power of Attorney & Development Agreement which should be acceptable to Govt. Authorities and reputed banks for the purpose of obtaining Building Plan approval by various Govt. Authorities and entering construction agreement with the purchaser, transfer the corresponding share to the purchaser etc. as per prevailing practice and acceptable by reputed Banks for obtaining Home Loan to the purchasers of the said flat.
 - 11) THE DEVELOPER shall develop the project report & drawing on the full land and obtain approval of Building Plan from relevant authorities in the name of Developer's Firm. The proposed multistoried Building shall be for primarily residential & partly commercial space. Construction shall complete in maximum of three phases during a maximum of Four (4) Years with a grace period of six months from the date of obtaining Building Approval from Deoghar Nagar Nigam / Nagar Vikas, Ranchi. In case, Developer is not able to complete the project structurally within this specified period, Developer is liable to pay a compensation of Rs.48,000 per month (Rupees Forty Eight Thousand per month) divided equally to six owners (@8,000 per sharer) till the time project is structurally (including Plaster, Flooring, Plumbing, Electrical etc.) completed.
 - 12) THE DEVELOPER shall use the best quality of materials in the construction of the said Apartment/Building and will also use the best qualities of Bathroom Fittings, Electrical Items and other items which will be used in the said Building Apartment.
 - 13) THE DEVELOPER undertakes to keep THE OWNER fully indemnified against and harmless from any losses, costs, charges, expense or claims by any of Developer's contractors, Architects, workers or agents or any breach of any contract obligations.
 - 14) Disputes of any kind between THE OWNER and THE DEVELOPER shall at Deoghar (JHARKHAND) jurisdiction only and shall be settle accordingly.
 - 15) The Owners shall hand over the peace fully and fully vacated possession of the land described in schedule within a period of fifteen days from the date of signing the agreement.
 - 16) The Developer will demolish the existing structures at their own cost and risk and dispose them off as early as possible to facilitate the speedy construction of the said multi stored complex.
 - 17) All the flat owners will have equitable right, interest and title over the common area like passage, Lift, Guard Room, Generator, etc after the said flat of the apartment are sold to them receptively and the flats allotted to the land owner in lieu of the cost the land as their share.
 - 18) The developer will be at liberty to generate funds by advertisements, selling, bookings, mort ageing of flats of the proposed apartments of their own share of the total constructed area for the purpose of speedy construction and timely completion of the project as per approved plan and specification

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- at their own responsibilities and risk keeping no concern with the owners but owners shall cooperate regarding signing the documents / Papers etc. within a short notice.
- 19) The developer may take loan or financial assistance from any bank/financial institution for the speedy construction of the apartment at its own risk and consequence and for the repayment of which The Land Owner shall not be held responsible at any score, whatsoever. But Owners shall give necessary co-operation if required.
 - 20) The Land owners shall not be held liable and responsible for any payments to be made whatsoever to the labours, materials, suppliers and the staff employed by the developer and the dispute / differences related thereto and accrued thereupon to any government agencies or any local bodies in respect to the proposed construction over the schedule land of the agreement and that will be sole responsibilities of the developer including all legal consequences related thereto and Owner shall not be responsible for the same.
 - 21) The owners shall not be held liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the same.
 - 22) The division of the newly construction Apartment into two parts as per table above for the developer shall be made by mutual consent understanding of both the parties within seven days after drawings of the Apartment are completed and asked by the developer to do so and the same shall bear the signature of both parties as token of their acceptance.
 - 23) The Owners shall not be held responsible for any dispute between the purchaser of the flat and the developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchaser.
 - 24) The Developer liabilities for the payment of taxes with respect to the newly constructed building over the schedule land shall cease after handing over the flats to the respective owners and then onwards it will be responsibility of the respective owners to pay the Government Taxes.
 - 25) The land owner do hereby declare that the schedule property free from all encumbrance, debts, liens, charges, etc. and the land owners have absolute marketable title over the schedule land of this agreement and no legal case, cases, suit are pending before any legal court of justice in respect to the schedule land of this agreement. The land owner shall hand over vacant site with empty Warehouse to the developer without any dispute without any occupants.

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08/11/2016

IN WITNESSES WHEREOF THE LAND OWNER and THE DEVELOPER herein have signed, sealed and delivered these presents 7th day November month of 2016 first above written


Signed, Sealed & Delivered by

1) 
Shri Dwarika Prasad

2) Nand Gopal Sah
Sri Nand Gopal Sah

3) 
Sri Ajiit Kumar Keshari

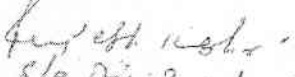
4) 
Sri Dilip Sah.

5) 
Sri Sudhir Kumar Keshari

Signature of Landowners

In the presence of

Witness:

1. 
S/o Dilip Sah. Sai Chale Roy Road
Daghor
2. Bahau Pd

Signed, Sealed & Delivered by


SEEMA SINGH

(DEVELOPER)

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in the presence of

Witness:

1. Ritesh Kumar Gupta (Gupta)
S/o Late Nathani Prasad Gupta
Sai Vites Vishnu apartment (at pose)
2. Anurag Kumar
S/o. Sh. A.P. Singh.
Sai Kashya Puri, Daghor.

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