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INDIA NON JUDICIAL

Government of Assam

₹5,000

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Certificate No. : IN-AS57933588568698V
Certificate Issued Date : 12-Oct-2023 01:08 PM
Account Reference : SHCIL (FI)/ as-shcil01/ SRO DCKAM/ AS-KM
Unique Doc. Reference : SUBIN-ASAS-SHCIL0108241514219901V
Purchased by : IMPERIAL REALTORS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : LAND MEASURING-3 BIGHA 4 KATHA 18 LECHAS, VILL - SATGAON, MOUZA-BELTOLA, CIRCLE-DISPUR
Consideration Price (Rs.) : 0
 (Zero)
First Party : MR SAURAV PODDAR AND MRS MADHU DEVI PODDAR
Second Party : IMPERIAL REALTORS
Stamp Duty Paid By : IMPERIAL REALTORS
Stamp Duty Amount(Rs.) : 5,000
 (Five Thousand only)



₹5,000

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 under the Indian Stamp Act, 1899 (Act II of
 1899 (Assam Amendment) Act 2504 Schedule
 No. Fees Paid

Kamrup Metro, Guwahati

3.11.2023

Madhu Poddar

For IMPERIAL REALTORS

Govind Khuntia
 Partner

IE 0017071186

Statutory Alert:

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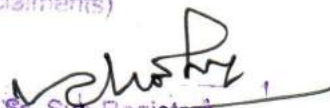
Presented for Registration

on the 15 day of 10 20 23

in the Guwahati at Sub-Registrar
Office (or elsewhere) by

executant (claimants)

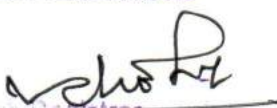
Saurav Poddar


Sr. Sub-Registrar
Kamrup Metro, Guwahati
3.11.2023

Saurav Poddar

Identified by Ashini Saikia
Son of: _____
Village: _____ Mouza: _____
P.S.: _____ District: _____
Profession: Advocate

Execution is admitted
by - ① Saurav Poddar
② Madhu Poddar
③ Gorind Khaetun


Sr. Sub-Registrar
Kamrup Metro, Guwahati
3.11.2023

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Saurav Poddar

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Madhu Poddar

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For IMPERIAL REALTORS


Gorind Khaetun
Partner

IDENTIFIED BY


ADVOCATE
GUWAHATI

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 15th day of October, 2023 at Guwahati.

- BETWEEN -

(1) Mr. SAURAV PODDAR, (PAN BBKPP0239G) (AADHAR No. 9564 2812 9904), son of Sri Suresh Poddar, aged about 34 years, by profession businessman, by religion- Hinduism and **(2) Mrs. MADHU DEVI PODDAR**, (PAN AJDPP5032H) (AADHAR No. 6597 2648 1819), wife of Mr. Gopal Kumar Poddar, aged about 57 years, by profession Businesswoman, by religion Hindu, both are resident of PODDAR HOUSE, Gar Ali, PWD Police Point, Jorhat East, Dist. Jorhat, Pin 785001, Assam hereinafter referred to as the **FIRST PARTY / LANDOWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes his/her/their legal heirs, representative, executors, successors in interest and assignees) of the **FIRST PART**.

Madhu Poddar

-AND-

IMPERIAL REALTORS, (PAN AADFI9803L) a partnership firm having its registered office at 21, Janapath Lane, Room No. 101, B.R. Tower, First Floor, Ulubari, P.S. Paltanbazar, Dist. Kamrup(M), Guwahati-781007 represented herein by one of its partner **Mr. GOVIND KHAITAN**, (PAN ADJPK7208C), son of Late Mahabir Prasad Khaitan, aged about 51 years, resident of IMPERIAL GREENS, 29, Nilomani Phukan Path, G.S. Road, Christian Basti, Guwahati - 05, Kamrup (M), Assam hereinafter referred to as the **SECOND PARTY / PROMOTER / DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees of the **OTHER PART**.

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The LANDOWNERS and the PROMOTER / DEVELOPER are collectively referred to as the **PARTIES** and individually, as a **Party**.

WHEREAS the FIRST PART / LANDOWNERS are joint and absolute owners having right, title and possession over a plot of land measuring **3 (Three) Bighas, 4 (Four) Kathas 18 (Eighteen) Lechas (53.25 Are)** covered by **Dag No. 37(O)/818(N) of Patta No. 102(O)/1474(N)**, Land Class 4th Class Bepar, under Village: Satgaon, Mouza: Beltola, revenue Circle Dispur, District: Kamrup (M), Assam more fully described in Scheduled-A below (hereinafter referred to as the **Schedule A Land**).

Govind Khaitan

WHEREAS the FIRST PART / LANDOWNERS have jointly purchased the **Schedule A Land** from recorded pattadar/owner **M/s PODDAR SWADESHI UDYOG PVT. LTD.**, a private limited company registered under companies Act 1956, having it's registered office at Satgaon, opposite CDA, P.O. Udayan Vihar,

For IMPERIAL REALTORS



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Pin 781171, P.S. Satgaon, Kamrup(M), Assam vide registered Sale Deed No. **11409/2023** dated 27.05.2023.

AND WHEREAS the LANDOWNERS in order to develop the property, has decided to enter into an understanding with a reputable builder with a view to develop the Schedule A Land and in return get suitable consideration in the form of revenue generated out of the entire sale proceeds from the sale of residential apartment / flat / unit and commercial / office spaces including car parking areas, common areas, open areas and space of whatsoever nature (except deposits for specific services) as their respective share. As such the LANDOWNERS approached the PROMOTER / DEVELOPER to take the Schedule A Land for the purpose of developing, constructing multistoried commercial building(s) / residential complex consisting of several retail shops / commercial spaces / office spaces in the commercial part and residential apartments / units / spaces in the residential part therein at its own costs and for selling such retail shops / commercial spaces / office spaces / residential units, so constructed in the multistoried building(s) thereof to prospective purchaser(s). The PROMOTER / DEVELOPER having found the offer of the LANDOWNERS reasonable, agreed to accept the proposal, on certain terms and conditions as mutually agreed between the Parties.

AND WHEREAS the PROMOTER / DEVELOPER proposes to take the Schedule A Land for the purpose of developing, constructing multistoried commercial building(s) / residential complex consisting of several retail shops / commercial spaces / office spaces in the commercial part and residential apartments / units / spaces in the residential part, so constructed in the multistoried building thereof to prospective purchaser(s).

AND WHEREAS the PROMOTER / DEVELOPER has represented to the LANDOWNERSS that:

- (a) the PROMOTER / DEVELOPER has the financial ability to initiate and complete the development of the Schedule A Land, from his own sources permissible within the purview of law, without availing any loan on the security of the Schedule A Land; and
- (b) the PROMOTER / DEVELOPER has conducted due diligence at their end which includes title-verification of the LANDOWNERS, nature of possession of the Schedule A Land on field by the LANDOWNERS and status thereof on field, soil testing, topographical survey, the available Floor Area Ratio (**FAR**) as per the applicable regulations and having done so, they are satisfied that the Schedule A Land is fit for development by construction of multistoried commercial building(s) / residential complex thereupon and for sale of constructed space therein;

AND WHEREAS the LANDOWNERS agree to allow the PROMOTER / DEVELOPER to carry out its project as specified above and the PROMOTER / DEVELOPER also undertakes to carry out construction of multistoried building(s) over the Schedule A Land, consisting of several retail shops / commercial spaces

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For IMPERIAL REALTORS
Gourab Khaitan



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/ office spaces in the commercial part and residential apartments / units / spaces at the residential part with car parking areas, common areas, open areas and other areas, at their own cost and resources and for selling such retail shops / commercial spaces / office spaces / residential units, with car parking areas, common areas, open areas and other areas, so constructed in the proposed multistoried project thereof to prospective purchaser(s) (hereinafter referred to as the **Project**) and share the sale proceeds / constructed spaces with the LANDOWNERS in the ratio enumerated in Clause 2.1 of this Agreement. Both Parties having found each other's offers to be reasonable, agreed to accept the proposals on certain terms and conditions as mutually agreed between the Parties.

AND WHEREAS the LANDOWNERS agreed to the proposal of the PROMOTER / DEVELOPER as stated above and vis-versa the PROMOTER / DEVELOPER also agreed to the proposal of the LANDOWNERS and in order to avoid future disputes, agreed to reduce the terms and conditions into writing.

NOW THIS INDENTURE WITNESS and it is hereby agreed between the Parties as follows:-

ARTICLE - I - DEFINITIONS

Unless in these presents, it is repugnant to or inconsistent therewith:

- 1.1 **LANDOWNERS:** shall mean said "**FIRST PART**" and its successor-in-interest, executors, administrators and permitted assignees.
- 1.2 **PROMOTER / DEVELOPER:** shall mean the "**OTHER PART**" and shall include its partners for the time being and their and each of their respective heirs, executors, administrators, legal representatives and / or assigns.
- 1.3 **PROPERTIES:** Shall mean and include the Schedule - A Land.
- 1.4 **PROJECT:** Shall mean the blocks of multistoried commercial building(s) and residential building complex consisting of several retail shops / commercial spaces / office spaces in the commercial part and residential apartments / units / spaces at the residential part with car parking areas, common areas, open areas and other areas, at their own cost and resources to be constructed on the Schedule A Land in accordance with the plan to be approved by the Guwahati Municipal Development Authority (**GMDA**) / Guwahati Municipal Corporation (**GMC**) or any other concerned Authority.
- 1.5 **COMMON FACILITIES AND AMENITIES:** Shall include corridors, hallways, stairways, passage ways, driveways, pump room, overhead tank, water pump and motor and other facilities which may be required for the establishment, maintenance and / or management of the building.

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Samuel Podder

For IMPERIAL REALTORS
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- 1.6 **LANDOWNERS'S ALLOCATION:** Shall mean and include the share of Gross Revenue (as defined in Clause 1.17 below) generated from selling of retail shops / commercial spaces / office spaces in the commercial part and residential apartment / units / spaces for the residential part as per the terms detailed in Clauses 2.1 below.
- 1.7 **PROMOTER / DEVELOPER'S ALLOCATION:** Shall mean and include the share of Gross Revenue (as defined in Clause 1.17 below) generated from selling of retail shops / commercial spaces / office spaces in the commercial part and residential apartment / units / spaces for the residential part as per the terms detailed in Clause 2.1 below.
- 1.8 **TRANSFER:**
- (i) With its grammatical variations, shall include transfer by possession and by arranging other means adopted for effecting what is understood as a transfer of tenements in the building to purchasers thereof which shall be maintained by society / association of person to be formed by the retail shops / commercial spaces / residential apartments / unit owners of the building amongst themselves.
 - (ii) Transfer:
 - (a) of retail shop / commercial space / office space / residential apartment / unit to individual owner; and
 - (b) of common area (sold property) to society / association of persons of owners of the retail shops / commercial spaces / office spaces / residential apartments / units to be formed, shall, in the event of enactment of Assam Apartments (Construction and Transfer of Ownership) Act, 2006 be treated and deemed to have been made under such Act.
 - (iii) For the purpose of transfer referred to above, this Agreement shall be treated as an IRREVOCABLE GENERAL POWER OF ATTORNEY in favor of the PROMOTER / DEVELOPER by the LANDOWNERS.
- 1.9 **TRANSFeree:** - Shall mean the persons, firm, limited company, co-operative society and association of persons to whom any retail shops / commercial spaces / office spaces / residential apartments / units in the building / building(s), has been transferred.
- 1.10 **GENERAL POWER OF ATTORNEY:** Shall mean the Irrevocable Power of Attorney which shall be executed and registered under the terms of this Agreement.
- 1.11 **COMMENCEMENT:** This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

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For IMPERIAL REALTORS
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- 1.12 **FLOOR AREA RATIO (FAR):** Shall have the meaning as defined under the GMDA's Notification No. GDD.370/2019/PT.VI/92 dated **05.05.2020** including such modifications / alterations / amendments notified from time to time.
- 1.13 **CARPET AREA:** Carpet area shall have the meaning provided in the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **RERA**) and includes the covered usable area of the retail shops / commercial spaces / office spaces / residential apartments / units at any floor level excluding the area of any exclusive balcony / terrace and the external wall(s) of such retail shops / commercial spaces / office spaces / residential apartments / units.
- 1.14 **BUILT-UP AREA:** Built-up area means the covered usable area of the retail shops / commercial spaces / office spaces / residential apartment / units at any floor level including the area of the external wall(s) and exclusive balcony / terrace of such retail shops / commercial spaces / office spaces / residential apartments / units.
- 1.15 **SUPER BUILT-UP-AREA (SUBA):** Super Built-up-area shall mean and include the saleable area, calculated and added to the Built-up Area, irrespective of whatever common facilities and amenities constructed and / or are legally and compulsorily left out and as per the applicable Act(s), Rule(s), Bye-law(s) etc., including lift(s), lobby(ies), staircase(s), parking space(s), passage(s) internal approach road(s), drain(s), water storage, security room(s), overhead tank(s), firefighting system(s), common light(s), septic tank(s), transformer(s), front elevation(s) of the building(s) etc., and / or the open space(s).
- 1.16 **PARKING SPACE:** Shall mean and include the parking space allotted anywhere in the parking area, earmarked and attached to each retail shops / commercial spaces / office spaces / residential apartments / units and shall be treated to be part and parcel of such retail shops / commercial spaces / office spaces / residential apartments / units, i.e. cannot be detached and sold separately.
- 1.17 **GROSS REVENUE:** Gross Revenue for the purpose of sharing of revenue from the sale of retail shops / commercial spaces / office spaces and residential apartments / units between the LANDOWNERS and the PROMOTER / DEVELOPER shall mean the total sale proceeds generated from the sale of residential apartments / units and retail shops / commercial spaces / office spaces (before or after the issue of Occupancy Certificate) received from the prospective buyer as reduced by other charges / expenses as specifically mentioned in **Schedule C** below.

ARTICLE II – LANDOWNERS'S ALLOCATION

- 2.1. That the LANDOWNERS agreed to allow the PROMOTER / DEVELOPER to carry-out the Project, on the condition that the PROMOTER / DEVELOPER

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For IMPERIAL REALTORS



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agrees to provide the LANDOWNERS in lieu of the value of the Schedule A Land, the following:

"In consideration of the development of the Schedule A Land as envisaged herein, it is agreed by and between the Parties that the Gross Revenue (as specified in Clause 1.17 above) from the said retail shops / commercial spaces / office spaces and residential apartments / units including car parking areas, common areas, open areas and other areas and space of whatsoever nature shall be shared in the proportion as stated hereunder: -

- (i) 35% (thirty five percent) of the Gross Revenue generated from sale of residential apartments / units and 40% (forty percent) of the Gross Revenue generated from sale of retail shops / commercial spaces / office spaces shall belong to the LANDOWNERS and shall comprise part of the LANDOWNERS's ALLOCATION.
 - (ii) 65% (sixty five percent) of the Gross Revenue generated from sale of residential apartments / units and 60% (sixty percent) of the Gross Revenue generated from sale of retail shops / commercial spaces / office spaces shall belongs to the PROMOTER / DEVELOPER and shall comprise part of the PROMOTER / DEVELOPER's ALLOCATION.
- (a) All proceeds arising from / in relation to the sale of the retail shops / commercial spaces / office spaces in the commercial part and residential apartments / units / spaces at the residential part with car parking areas, common areas, open areas and other areas shall be deposited by the PROMOTER / DEVELOPER in a separate bank account opened and operated by the PROMOTER / DEVELOPER for this purpose. All such payments shall be received by the PROMOTER / DEVELOPER only by way of cheques and / or demand drafts and / or any other electronic mode of payment.
 - (b) The deposits made in the aforesaid bank account shall be dealt with in accordance with the provisions of Section 4(2)(I)(D) of RERA, such that 70% (seventy percent) of the amounts realized for the real estate project from the allottees, from time to time, shall be reserved to cover the cost of construction and the land cost.
 - (c) Given that the cost of the land amounts to 35% (thirty five percent) of the of the total realization from sale of residential apartments / units and 40% (forty percent) of the of the total realization from sale of retail shops / commercial spaces / office spaces of the proposed multistoried semi commercial complex, it is hereby agreed between the Parties that upon receipt of each and every part of sale proceeds in the RERA Collection Account (as required under RERA), and upon deduction of the expenses / charges specified in Schedule C below, the PROMOTER /

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For IMPERIAL REALTORS
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DEVELOPER shall issue standing advance instructions to the bank to make immediate payment of:

- (i) **From the 30% amount deposited in the Current Account (as provided in RERA):** 35% (thirty five percent) of the Gross Revenue generated received from sale of residential apartments / units and 40% (forty percent) of the Gross Revenue generated from sale of retail shops / commercial spaces / office spaces so received in this account to the LANDOWNERS and 65% (sixty five percent) of the Gross Revenue generated from residential apartments / units and 60% (sixty percent) of the Gross Revenue generated from sale of retail shops / commercial spaces / office spaces to the PROMOTER / DEVELOPER.
- (ii) **From the 70% amount deposited in the Retention Account (as required under Section 4(2)(I)(D) of RERA):** 35% (thirty five percent) of the Gross Revenue generated received from sale of residential apartments / units and 40% (forty percent) of the Gross Revenue generated from sale of retail shops / commercial spaces / office spaces so received in this account to the LANDOWNERS.

The remaining sale proceeds shall be used by the PROMOTER / DEVELOPER to cover the cost of construction of the proposed building(s). Such amount shall be withdrawn by the PROMOTER / DEVELOPER to cover the cost of the Project, in proportion to the percentage of completion of the proposed building(s). Either Party may elect to defer the receipt of payments that they are entitled to, to ensure the smooth flow of construction works in the interest of the project.

- (d) That it is hereby further agreed between the Parties that if either of them desires to retain any constructed retail shops / commercial spaces / office spaces in the commercial part and residential apartments / units / spaces at the residential part in the proposed multi-storied semi commercial complex for their own usages, in such given circumstances, the amount calculated at such prevailing market price shall be deducted from its revenue share and any liability, which arises towards GST, government taxes and duties applicable with regard to such unit(s), whether a deed of conveyance is executed & registered or not, will rest on the LANDOWNERS.
- (e) The PROMOTER / DEVELOPER will maintain proper account of the said multistoried semi-commercial complex including all sales and other receipts and those will be audited by a chartered accountant to be appointed by the PROMOTER / DEVELOPER. The LANDOWNERS or its agents shall be entitled to inspect these accounts and / or take copies or extracts thereof. The accounts shall be audited within six months of the end of each financial year.



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- (f) That the marketing policy, sale-price, terms and conditions of sale and parties for sale of the constructed residential apartments / units will be decided by the Parties collectively with an endeavor to obtain the best possible prices. Marketing charges, if any shall be paid by the PROMOTER / DEVELOPER alone.
- (g) That all the residential apartments / units shall be constructed and provided with fittings and facilities, as per specification as detailed in **Schedule B (PART I)** below and three retail shops / commercial spaces / office spaces shall be constructed and provided with fittings and facilities, as per specification as detailed in **SCHEDULE B (PART II)** below in this Agreement.
- (h) That both party mutually agreed hereby that during construction of the project if they think it prudent to retain the commercial portion or any part of the commercial portion for their own use then same shall be proportionate between LANDOWNERS and PROMOTER as per their agreed share ration i.e. 40% to Landowner and 60% to Developer/Promoter. And terms of retaining of such commercial spaces shall be reduce through a Memorandum of Understanding between the parties on later stage.
- 2.2. It is made clear that all sale / transfer of retail shops / commercial spaces / office spaces / residential apartments / units shall be done through the PROMOTER / DEVELOPER or through appointed marketing agencies by the PROMOTER / DEVELOPER to maintain uniformity of price tag and the variations intact for mutual interest of the Parties as well as of the Project.
- 2.3. It is hereby agreed that for the lapses on the part of the PROMOTER / DEVELOPER to develop the land within the time stipulated in this Agreement, and / or abide by the terms and conditions of this Agreement, the PROMOTER / DEVELOPER shall be liable to compensate and make good the loss suffered by the LANDOWNERS.
- 2.4. It is similarly made clear that in the event:
- (a) the LANDOWNERS revokes and / or cancels the Power of Attorney executed in favour of the PROMOTER / DEVELOPER for any reason; or
- (b) for reasons thereof attributable to the act of LANDOWNERS or their representative, the PROMOTER / DEVELOPER is prevented from carrying out and completing the construction work, the LANDOWNERS shall be liable to compensate monetarily or in any manner to the extent of the PROMOTER / DEVELOPER'S investment on the Schedule A Land, together with interest accrued thereon at bank rate, as well as any other compensation that may have to be borne by the PROMOTER / DEVELOPER to their prospective flat-purchasers, who may involve the

Sanjay Kedar Madhukar Poddar

For IMPERIAL REALTORS
Govind Khawar



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PROMOTER / DEVELOPER through court of law and all such liabilities, shall be transferred to and will have to be borne only by the LANDOWNERS.

ARTICLE - III – DEVELOPER/PROMOTER's ALLOCATION

- 3.1. In consideration of the above, the PROMOTER / DEVELOPER shall be entitled to the revenue share as indicated in Clause 2.1 above.
- 3.2. It is agreed between the Parties that the top roof rights in respect of Residential Part will remain with the society, ultimately formed between the occupiers / purchasers of the project upon completion and handing over of the complete project. The top roof rights in respect of commercial part of the project will remain with the DEVELOPER / PROMOTER and LANDOWNERS as per their share ratio.

ARTICLE - IV - PROCEDURE

- 4.1. The LANDOWNERS shall grant to the PROMOTER / DEVELOPER and / or its nominees an Irrevocable General Power of Attorney, as may be required:
 - (i) To enter, execute and sign agreements and sale deeds in its own name with prospective purchasers for sale and transfer of retail shops / commercial spaces / office spaces / residential apartments / units together with proportionate share in the land;
 - (ii) To receive, raise, collect moneys and give receipts in respect thereof;
 - (iii) To obtain the sanction of the plan and all necessary permissions and sanctions from relevant authorities in connection with the construction of the multistoried commercial building(s)/residential complex; and
 - (iv) To pursue and follow up the matter with the GMDA, GMC and other authorities.
- 4.2. Notwithstanding the grant of General Power of Attorney by the LANDOWNERS in favour of the PROMOTER / DEVELOPER or its nominee(s) and delivery of possession of the Scheduled A Land, no action of the PROMOTER / DEVELOPER or its nominee(s) under the said General Power of Attorney shall in any manner fasten or create any financial or any other liabilities of any kind whatsoever upon the LANDOWNERS.
- 4.3. The prospective purchasers of retail shops / commercial spaces / office spaces / residential apartments / units may be at a liberty to make financial arrangements for the purpose of getting financial assistance from financial institutions, bank(s) etc. by mortgaging the proposed retail

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For IMPERIAL REALTORS
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shops / commercial spaces / office spaces / residential apartments / units together with proportionate share in the land attached to such retail shops commercial spaces / office spaces / residential apartments / units, agreed to be purchased by such intending purchasers and the LANDOWNERS shall have no objection towards such mortgage of the proportionate share in the Schedule A Land but it is made clear that such intending purchaser shall have to defray such loan and / or financial facilities with interest accrued thereon, and no liability can be casted on the LANDOWNERS and / or the PROMOTER / DEVELOPER from the amount so received by the intending purchaser.

ARTICLE – V – CONSTRUCTION

- 5.1. The PROMOTER / DEVELOPER shall be solely and exclusively responsible for construction of the said multistoried commercial cum residential complex at its own cost and expenses and as per approved plan and design of the GMC / GMDA and / or any other appropriate authority.
- 5.2. That the PROMOTER / DEVELOPER shall, at their own cost, obtain all necessary permissions / approvals / NOC / sanctions etc. as may be required for construction of the proposed multistoried R.C.C. building(s).

ARTICLE – VI – BUILDING

- 6.1. The PROMOTER / DEVELOPER shall at its own cost, construct and complete the building(s) and the common facilities in accordance with the architect's design and approved plan.
- 6.2. The PROMOTER / DEVELOPER shall at its own costs erect and put up signage and branding in and around the Project.
- 6.3. The PROMOTER / DEVELOPER shall install, erect in the said building(s) at its own cost as per the specification and drawings provided by the architect, pump, tube-well, water storage tanks, over-head reservoirs, electrification, permanent electric connection / temporary electric connection / other facilities as may be required.
- 6.4. The PROMOTER / DEVELOPER shall be authorized in the name of its own in so far as is necessary to apply for and obtain quota, entitlements and other building materials allocable of the LANDOWNERS for the construction of the Project and to similarly apply for and obtain temporary and permanent connection of water, electricity, drainage, sewage to the building(s) and other inputs and facilities required for construction or enjoyment of the building(s).
- 6.5. The PROMOTER / DEVELOPER shall at own costs and expenses and without creating any financial and other liabilities on the LANDOWNERS construct and complete the Project with various retail shops / commercial spaces / office spaces in the commercial part and residential apartments /

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For IMPERIAL REALTORS
Govind Khaitan



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units / spaces at the residential part therein in accordance with the building plan including any amendment thereto or modification thereof, made or caused to be made.

ARTICLE - VII - COMMON FACILITIES

- 7.1. The PROMOTER / DEVELOPER shall pay and bear all property taxes and other dues and outgoing in respect of the Schedule A Land and the multistoried commercial building(s) / residential complex accruing due as and from the date of handing over vacant possession of the Schedule A Land by the LANDOWNERS till as provided hereinafter.
- 7.2. If any facility is created in by consuming FAR, such FAR will be proportionately shared between the LANDOWNERS and PROMOTER / DEVELOPER. That if any additional FAR is purchased from the competent authority by any Party for erecting additional constructions over and above the constructions as per usual FAR norms, the cost incurred in respect of the said purchase shall be shared by the LANDOWNERS and PROMOTER / DEVELOPER in the ratio 35:65 in case of residential flat / unit and 40:60 in case of retail shops / commercial spaces / office spaces respectively, and the sale proceeds from such additional constructed space shall also be shared by the Parties in the same ratio.

ARTICLE - VIII- LEGAL PROCEEDINGS

- 8.1. It is hereby expressly agreed by and between the Parties hereto that it shall be the responsibility of the PROMOTER / DEVELOPER to defend all actions, suits and proceedings, which may arise in respect of development of the Schedule A Land and all costs, charges and expenses incurred for the purpose shall be borne / paid by the PROMOTER / DEVELOPER, provided however that the PROMOTER / DEVELOPER shall not be responsible for any litigation in respect of right, title, interest and possession and / or ownership right in respect of the land, and / or any other litigation pending before / during construction or after signing of this agreement. Any objection by neighbors has to be dealt by the LANDOWNERS only and no liability can be casted upon the PROMOTER / DEVELOPER in this regard.
- 8.2. That the LANDOWNERS hereby assures to the PROMOTER / DEVELOPER that there will not be any kind of problems or disturbances from their family members and / or nears and dears in respect of implementation of this agreement. In case of any claim, whatsoever, made by the aforesaid persons and / or any other persons claiming rights on the basis of any understanding made with the LANDOWNERS, it will be duty and obligation of the LANDOWNERS to settle the same at their own cost and expenses and in such a manner that the construction work or use of construction made does not suffer for that.

For IMPERIAL REALTORS

Govind Khaitan
Partner

Madhu Poddar

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- 8.3. It is expressly agreed between the Parties hereto that if the completion of the project is delayed and / or obstructed due to lis-pendens with regard to the Schedule A Land, prior to signing of this agreement, the LANDOWNERS shall indemnify the PROMOTER / DEVELOPER and the prospective purchasers(s) of the retail shops / commercial spaces / office spaces / residential apartments / units for delay in execution of the projects due to lis-pendens.
- 8.4. That for the purpose of effectively carrying out the proposed Project the LANDOWNERS do hereby nominate, constitute and appoint the PROMOTER / DEVELOPER to develop, construct and complete the proposed project at their own cost over the Schedule A Land consisting of several residential and commercial units constructed as per the plans / specifications to be approved and / or sanctioned by the GMDA, GMC and other competent authorities. The LANDOWNERS further permits the PROMOTER / DEVELOPER to give a suitable name with reference to the name and style as fitted with the name 'Imperial' for the Project as per choice of the PROMOTER / DEVELOPER.
- 8.5. In consideration of the LANDOWNERS having appointed the above-named PROMOTER / DEVELOPER, to carry out the development, construction of the proposed Project, the LANDOWNERS further agrees to allow the PROMOTER / DEVELOPER to enter into registered agreement(s) for sale of the constructed residential apartments / flats / units as well as commercial spaces / office spaces / retail shops in the proposed Project and ultimately sale by way of executing the registered sale deed(s) to convey such residential apartments / flats / units as well as commercial spaces / office spaces / retail shops to the prospective purchaser(s) and appropriate the Gross Revenue as set out in Clause 2.1 above.
- 8.6. That the LANDOWNERS on the execution of these presents, shall deliver or cause to be delivered all title deeds, mutation orders, documents in their possession, related to the Schedule A Land to the PROMOTER / DEVELOPER.
- 8.7. In consideration of the LANDOWNERS having appointed the above-named PROMOTER / DEVELOPER, to carry out the development, construction of the proposed Project, the LANDOWNERS agrees that the PROMOTER / DEVELOPER will be at a liberty to make financial arrangements by allotment of spaces of the building to the intending purchaser(s), but it is made clear that the PROMOTER / DEVELOPER shall not create any liability on the LANDOWNERS for such financial arrangements make by the PROMOTER / DEVELOPER.
- 8.8. That the PROMOTER / DEVELOPER will start offering for soft sale of proposed residential apartments / flats / units as well as commercial spaces / office spaces / retail shops of the Project, after obtaining the formal approval of the Project by appropriate government authorities and necessary registration from RERA Authority.

For IMPERIAL REALTORS

Govind Khaitan
Partner

Saurav Bodo

Madhuri Poddar



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- 8.9. It is understood that from time to time, in order to facilitate the development / construction of the project by the PROMOTER / DEVELOPER, various deeds, matters and things not herein specified, may be required to be done by the PROMOTER / DEVELOPER and for which the PROMOTER / DEVELOPER may need the authority of the LANDOWNERS and various applications and other documents may be required to be signed and made by the LANDOWNERS relating to which specific provisions may not have been mentioned in this Agreement. As such, in need of above such requirements the LANDOWNERS hereby undertakes and agrees to do all such acts, deeds, matter and things that may be required to be done in the above matter, and if need so arises, the LANDOWNERS shall execute any such power of attorney and / or authorizations, as may be required by the PROMOTER / DEVELOPER for the purpose and the LANDOWNERS also undertakes and agrees to sign and execute all such additional applications and other documents as the case may be as may be considered necessary.

Madhu Kadan

It is pertinent to mention here that the DEVELOPER / PROMOTER may require the production / furnishing of original title documents to the appropriate authorities for the purpose of obtaining permissions / approvals etc., and as such, the LANDOWNERS agrees to furnish the same as and when needed.

Savon Kadan

- 8.10. That for the purpose of all acts / deeds of transfer of residential apartments / flats / units as well as commercial spaces / office spaces / retail shops of the Project together with proportionate share of land attached thereto and of common area, this Agreement shall be construed as General Power of Attorney executed by the LANDOWNERS in favour of the PROMOTER / DEVELOPER.
- 8.11. It is also made clear that if after handing over the vacant & khas possession of the Schedule A Land, pursuant to compliance of the terms laid down in this Agreement, if the proposed construction of the Project is endangered or delayed due to any dispute with regard to the title of the Schedule A Land or any other land related legal problems, then it will be the sole responsibility of the LANDOWNERS to find out a solution to the same, and get it settled within the shortest time frame (as mutually decided by both the Parties in writing) and if no solution could be achieved or taken out by the LANDOWNERS, they shall adequately indemnify the DEVELOPER / PROMOTER and the prospective purchaser(s) of the units / space, whose rights might have been developed during the course of time.

For IMPERIAL REALTORS

Govind Khosla
Partner

ARTICLE -IX – LANDOWNER'S INDEMNITY

- 9.1. The LANDOWNERS hereby agrees that an Irrevocable General Power of Attorney will be executed in favour of the PROMOTER / DEVELOPER.



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9.2. The LANDOWNERS hereby undertakes and declares that:

- (a) The LANDOWNERS has a good and marketable title to the Schedule A Land;
- (b) No acquisition / requisition proceeding of the District Administration is pending as regards the Schedule A Land on the date of signing of this Agreement;
- (c) The LANDOWNERS has not entered into an agreement or understanding with any other person for sale or development of the Schedule A Land;
- (d) No litigation is pending in respect of the Schedule A Land in any court of law;
- (e) The Schedule A Land is free from all encumbrances, charges, lien etc. other than those mentioned here-in-after; and
- (f) The LANDOWNERS agrees to keep the PROMOTER / DEVELOPER indemnified against all third party claims and action arising out of all sorts of act of commission of the LANDOWNERS in matter relating to the right, title, interest and possession of the land.

9.3. The LANDOWNERS expresses and assures the PROMOTER / DEVELOPER, that they are in continuous possession of the Schedule A Land, respectively, for a continuous period since derivation of right, title and there is no existing agreement with regard to development or sale of the Schedule A Land by the LANDOWNERS (except the present Agreement) and if because of any act, defect in their title, any claims or litigation arises, they assure to indemnify the PROMOTER / DEVELOPER suitably.

9.4. The LANDOWNERS shall keep the PROMOTER / DEVELOPER fully indemnified and harmless against all costs or claims, action or proceedings, loss or liability, including any objection / claim if any, arising against the PROMOTER / DEVELOPER in respect of any defect in title to the Schedule A Land of the LANDOWNERS or any claim by way of existing mortgage / charge / lease / tenancy, license, Patta trust, maintenance or otherwise.

9.5. The LANDOWNERS hereby agree that for the better doing, performing and executing all the matters and things aforesaid, the LANDOWNERS hereby further grant unto the PROMOTER / DEVELOPER, full power and absolute authority to transfer and / or assign / substitute and appoint in their place one or more substitute(s) the Development rights under the present Development Agreement to its subsidiary of any other person, on such terms as they shall think fit, and to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other or others in their place as the attorneys

For IMPERIAL REALTORS



(under the General Power of Attorney) from time to time think fit and proper. The said attorneys (under the General Power of Attorney) and/or their substitute(s) shall not be liable to pay any costs, charges, damages, consideration, in respect of any acts, deeds, things, done by them under this deed but shall do all such acts, deeds, things at their sole risk, costs, damage and consequences. In that regards the LANDOWNERS shall execute required documents with such subsidiary and on such case the LANDOWNERS ALOCTION as per this Agreement shall remain intact.

- 9.6. The LANDOWNERS further declares and assures that the Schedule A Land is under exclusive possession of the LANDOWNERS and is free from Urban Land (Ceiling and Regulation) Act, 1976. Further, there is no acquisition, requisition, attachment or any other legal proceedings pending against the Schedule A Land and interest of any minor is not involved in the Schedule A Land.
- 9.7. The LANDOWNERS hereby undertakes not to create any obstruction or hindrance during the construction period except if anything / any act done by the DEVELOPER / PROMOTER contrary to the terms and condition of this agreement and in violation of any applicable laws / byelaws in the construction and completion of the building.
- 9.8. The LANDOWNERS shall provide clear photocopy of all land documents showing clear title in the name of the LANDOWNERS, receipts of up to date property taxes and land revenue payment receipts, non-encumbrances certificate, no-litigation certificate and any other documents as required for obtaining necessary permission from GMDA / GMC / RERA ASSAM etc. and approval of the project with bank and other financial institutions.
- 9.9. That the LANDOWNERS shall bear the capital gains tax, cost of GMC assessment and holding and property tax for their share of the building.

ARTICLE -X - PROMOTER / DEVELOPER'S IDEMNITY

- 10.1. The PROMOTER / DEVELOPER hereby undertakes to keep the LANDOWNERS indemnified against all third-party claims and action arising out of all sorts of acts of the PROMOTER / DEVELOPER in matter relating to the construction of the said building(s).
- 10.2. The PROMOTER / DEVELOPER hereby undertakes to keep the LANDOWNERS indemnified against all actions, suits, costs, proceeding and claims that may arise out of the PROMOTER / DEVELOPER's actions with regard to the development of the Schedule A Land and / or in the manner of construction of the said multistoried commercial building(s) / residential complex and / or any defect thereon.
- 10.3. That subject to Clause 11.3 below, the Parties agree that the GST to be collected from sale of constructed space in the proposed semi-commercial

Madhu Poddar

Suman Koddar

For IMPERIAL REALTORS
Govind Khastar
Partner



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complex shall be paid by the PROMOTER / DEVELOPER in the prescribed manner and the LANDOWNERS shall not be required to pay any GST in respect of construction of the proposed semi-commercial complex upon the Schedule A Land. The PROMOTER / DEVELOPER will indemnify the LANDOWNERS in this respect.

- 10.4. The PROMOTER / DEVELOPER shall construct the building as per approved drawing and plan with high quality materials and equipment.
- 10.5. That the PROMOTER / DEVELOPER shall obtain electricity, equipment for power back-up and load security, for the entire building complex (commercial and residential).
- 10.6. The PROMOTER / DEVELOPER shall obtain NOC from Fire Department, Chief Electrical Office for installation of lift and Occupancy Certificate from GMDA / GMC after completion of the Project.

Madhu Kollur

ARTICLE – XI – FOR TAXES

- 11.1. That both PROMOTER / DEVELOPER and LANDOWNERS shall be liable for their share of direct taxes levied by Central Government.
- 11.2. The PROMOTER / DEVELOPER shall be liable to pay taxes on purchase and procurement of goods / services / capital goods used or intended to be used in the construction of the multi-storied semi – commercial complex and GST on advance or other money received against the sale of each Apartment / Unit/Commercial Space etc.
- 11.3. That the Parties agree that the GST to be collected from sale of constructed space in the proposed semi-commercial project only shall be paid by the PROMOTER / DEVELOPER in the prescribed manner and the LANDOWNERS shall not be required to pay any GST in respect of construction of the proposed semi-commercial project upon the Schedule A Land.

Sarav Kollur

Provided however, in the event that certain Apartments / Units / Commercial Space are unsold at the time of receiving the completion certificate from the GMC, the GST for such unsold Apartments / Units / Commercial Space will be paid by the PROMOTER / DEVELOPER at that time for each such unsold Apartment / Unit. At a future date when such Apartments / Units are sold, the PROMOTER / DEVELOPER will deduct the GST amount paid by them for such Apartments / Units / Commercial Space from the amount received from the purchaser, and the remaining amount will be split between the LANDOWNERS and the PROMOTER / DEVELOPER in the ratio 35:65 in case of residential flat / unit and 40:60 in case of retail shops / commercial spaces / office spaces respectively.

For IMPERIAL REALTORS
Sundar Kollur



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ARTICLE - XII – MISCELLANEOUS

- 12.1. The LANDOWNERS and the PROMOTER / DEVELOPER have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the PROMOTER / DEVELOPER and the LANDOWNERS or a joint venture between the Parties in any manner, nor shall the Parties hereto constitute as an association of persons. The LANDOWNERS agrees not to object, if the PROMOTER / DEVELOPER proposes or takes up development of nearby plots other than the Schedule A Land by entering into separate agreements with such new LANDOWNERS of nearby plots (in order to add value to the project).
- 12.2. That presently the Schedule A Land comprises of an industrial shed and is hereby agreed amongst the Parties that the industrial shed shall be vacated by the LANDOWNERS and the possession of the Schedule A Land shall be handed over to the PROMOTER / DEVELOPER immediately after receipt of NOC by the GMC and no later than 7 (Seven) month from the receipt of such NOC.
- 12.3. It is hereby specifically agreed that after the LANDOWNERS vacates the industrial shed the PROMOTER / DEVELOPER shall be entitled to demolish the remains thereof for the purpose of construction of the Project upon the Schedule A Land and the materials including scrap thereof resulting from the demolition of the said structures, if suitable for any purpose related with the construction of the proposed multistoried semi commercial building (s) will be reserved for utilization for that purpose at its salvaged value.
- 12.4. It is pertinent to mention here that, the LANDOWNERS and the PROMOTER / DEVELOPER for better understanding, will communicate for approvals, discussions, delivery, communications of any order / notice / letter / plan / drawing / specification (**Communication**). Any Communication required to be given by the PROMOTER / DEVELOPER shall, without any prejudice to any other mode of service available deemed to have been served on the LANDOWNERS if delivered by hand duly acknowledged, or by e-mail to [Saurav.poddar@yahoo.com] or sent by prepaid registered post with acknowledgement due to the address of the LANDOWNERS, and shall likewise be deemed to have been served on the PROMOTER / DEVELOPER by the LANDOWNERS, if delivered by hand or by e-mail to [gopal.poddar1961@gmail.com] or any other mail id notified from time to time or sent by prepaid registered post to the registered office of the PROMOTER / DEVELOPER, without any prejudice to any other mode of service available.
- 12.5. The society and / or association of persons that shall be formed among the owners of the retail shops / commercial spaces / office spaces / residential units shall frame a scheme for the management and

For IMPERIAL REALTORS

Madhu Poddar

Saurav Poddar

Govind Khosla



administration of the proposed multistoried semi commercial building complex.

- 12.6. There is no existing agreement with regard to development or sale of the Schedule A Land by the LANDOWNERS and that all other arrangements, if any, prior to this Agreement have been cancelled and are being made not enforceable in the eye of law on execution of this Agreement. If any such agreement by the LANDOWNERS with any person(s) is found to be in existence, the same shall be deemed to be null and void upon execution of this Agreement.
- 12.7. Subject to Force Majeure (Article XIII below), the PROMOTER / DEVELOPER shall complete the construction of the building within 4 (four) years / 48 (Forty Eight) months, from the date of obtaining the necessary / requisite permission from appropriate authorities such as GMC / GMDA / RERA / MOEF / CGWA / Pollution Control Board (Assam) and any other competent authority and on approval and finalization of drawing and plan in totality by LANDOWNERS and / or their representative. If piling and foundation works dates coincides with rainy season, 3 (three) months extra will be added.
- 12.8. That once the GMDA / GMC permission is obtained, a copy of the same along with approved drawing shall provide to the LANDOWNERS immediately. Once the drawings, plans etc. are approved by the GMDA / GMC, no changes / modification or change in specification can be made by either Party, except by the Architect for smooth construction of the project, provided that the PROMOTER / DEVELOPER shall make all sincere efforts for obtaining the requisite / necessary permission from the appropriate authorities as early as possible.
- 12.9. The LANDOWNERS will provide land and property tax paid receipt till the date of this agreement. Any dues, if paid by PROMOTER / DEVELOPER will be debited to the LANDOWNERS's account.
- 12.10. If PROMOTER / DEVELOPER is treated to be a defaulter or defaults on RERA due to acts of LANDOWNERS, the LANDOWNERS shall make good the losses, if any incurred for such default. In the event of such default, the LANDOWNERS assures the PROMOTER / DEVELOPER and promises to regularize, do and comply with all requirements of RERA, which fall unto his part of performance (i.e., LANDOWNERS) as required under RERA.
- 12.11. That it is hereby agreed between the Parties that if any Party to this agreement fails to exercise their rights under this Agreement on any occasion(s), the same shall not waive the rights of such party to exercise their rights on subsequent occasion(s).
- 12.12. That if any portion of this Agreement is declared / found to be invalid / contradictory to any prevailing law, the said portion of the Agreement shall stand substituted by such stipulation as may be recognized as valid

Madhu Lodan

Suman Lodan

For IMPERIAL REALTORS
Govind Khosla



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under the law without causing any prejudice to either Party and the remaining agreement shall be fully binding on the Parties in a manner so as to ensure and secure the interest of the Parties.

ARTICLE - XIII – FORCE MAJEURE

- 13.1. The DEVELOPER / PROMOTER shall not be liable to any objection hereunder to the extent that the performance of the relevant obligation is prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 13.2. Force majeure shall mean pandemic, endemic or any restrictions imposed by Government on material etc. and/or Electricity connections, lock-down declares by central / state / local government / authority, flood, earthquake, riot, war, storm, fire, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the DEVELOPER / PROMOTER.

ARTICLE - XIV– ARBITRATIONS

- 14.1. If at any time dispute shall arise between the Parties hereto regarding the construction and the interpretation of any of the terms and conditions herein contained or touching these presents or determination of liability of any of the Parties under this Agreement, the same shall be deemed to be referred to the arbitrator as mutually appointed by both the Parties as per the provisions of the Indian Arbitration and Conciliation Act, 1996 (as amended up to date). But in no event shall any of the Parties be entitled to stop the progress of construction or development of the Schedule A Land during the pendency of the arbitration proceeding or until such time the award is given by the arbitrator.

ARTICLE - XV - JURISDICTION

- 15.1. Court at Guwahati alone shall have jurisdiction to entertain and try any actions, suits and proceedings arising out of presents between the Parties hereto.

SCHEDULE A SCHEDULE OF THE LAND

ALL THAT PIECE AND PARCEL OF LAND measuring **3 (Three) Bighas, 4 (Four) Kathas 18 (Eighteen) Lechas (53.25 Are)** covered by **Dag No. 37(O)/818(N)** of **Patta No. 102(O)/1474(N)**, Land Class 4th Class Bepar, under Village: Satgaon, Mouza: Beltola, revenue Circle Dispur, District: Kamrup (M), Assam which is butted and bounded on:

North :	PWD Road
South :	Land of Kuhi Mikir
East :	Land of Ramesh Kumar Modi
West :	Land of Ananad Ram Deka



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SCHEDULE B
COMMON PART & PORTIONS

1. Lifts, lift room, lift shafts and lift installations for the occupants.
2. Pump, Pump room and pump installations.
3. Deep Tube well and it's installations.
4. Drains.
5. Sewers.
6. Boundary walls
7. Main Gates
8. Paths and passages
9. Staircase and lobbies for occupants
10. Water reservoir
11. Electrical equipment
12. D.G. Set (on chargeable basis)

SPECIFICATION OF THE BUILDING CAMPUS: Freehold plot of land as described in SCHEDULE

STRUCTURE: Earthquake resistant RCC Frame structure with shear walls as per IS Code

PART I
(SPECIFICATIONS FOR RESIDENTIAL BUILDING)

SPECIFICATIONS, AMENITIES and FACILITIES (which are part of the APARTMENT)

STRUCTURE	Earth Quake resistant RCC Framed Structure
WALLS	Inside Walls finished with putty Exterior walls finished with high quality water proof paint
KITCHEN	Wall Tiles dado up to 2 feet above Granite counter Slab, Stainless steel sink, provision for exhaust fan outlet and provision for water purifier
TOILET	Anti-Skid floor Tiles, ceramic tiles dado up to 7ft wall height, provision for exhaust fan outlet
SANITARY	Jaquar/ Essco/ American Standard / equivalent
WASH BASIN & WATER CLOSET	Hindware/Parryware/ Essco/Jaquar/ American Standard / equivalent
FLOORING	2 x 2 Vitrified tiles in living, dining, bedroom & kitchen Vitrified tiles / granite in ground floor lobby and main entrance



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STAIRCASE	Granite/ Green marble/ Kota stone / marble in staircase with Stainless Steel Railing
DOOR	Vinyl/Laminated Main door with lock Solid Core flush door (Bare) / WPC doors in internal rooms/bathrooms/balcony
WINDOWS	Aluminum sliding windows with MS grill
ELECTRICAL	Concealed copper wiring with MCB, DB & modular switches of reputed brand A.C. Power Point & T.V point in living & master bedroom Telephone outlet & intercom facility in living room Geyser provision in all bathrooms
LIFT	Adequate no. of automatic passenger lift of OTIS/KONE/Schindler / TKE or equivalent make
FIRE	Firefighting arrangement as per fire safety norms

PART II (SPECIFICATION FOR COMMERCIAL BUILDING)

SPECIFICATIONS, AMENITIES and FACILITIES (which are part of the
COMMERCIAL SPACE)

- STRUCTURE:** R.C.C Framed as per BIS code with Burnt/AAC Brick Walls with Anti Termite Treatment in the foundation.
- RETAIL / OFFICE:** All units having VASTU COMPLIANCE
- FLOORING:** Vitrified tiles in all shops / offices
Marble / granite / vitrified tiles in common areas
- WINDOWS / GLAZING:** UPVC Windows / Aluminum Windows
- ELECTRICAL:** Wiring- Multi-strand copper wire of RR Kabel / Finolex / Equivalent.
- SWITCHES:** Modular switches of Phillips/ Schneider/Legrand/Equivalent
- SAFETY DEVICE:** One Isolator per circuit and MCB for each circuit



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COMMON TOILET:	WC and Basin- White Glazed porcelain of Jaguar / Kohler / Equivalent CP fitting- CP fitting with diverter of Jaguar / Kohle / Grohe / Equivalent
FINISHES:	Internal Finishes- Putty Finish External Finishes- External Grade weather coat paint
DRIVE WAY:	Concrete & Grass/ Paver Block
MAIN GATE:	MS + Paint
LIFT:	Fully automatic lifts of OTIS/KONE or equivalent as per requirement of the project.
FIRE FIGHTING:	Available as per fire norms
WATER SUPPLY:	Available from own sources (Boring)
SECURITY:	CCTV camera will be located in all entry points and on all floors lobby along with Intercom facility
OTHER COMMON FACILITIES:	Adequate parking facility along with guest parking Rainwater harvesting as per norms Sewage treatment plant connecting to eco-friendly septic tank and soak pit

Madhu Poddar

Suman Loda

SCHEDULE C

CHARGES TO BE DEDUCTED FOR CALCULATION OF GROSS REVENUE

1. Transformer, electricity, DG Charges and HVAC charges. The expenses incurred for such charges shall be intimated by the PROMOTER / DEVELOPER to the LANDOWNERS in advance;
2. Security deposit collected from the purchasers of the retail shop / commercial space / office space / residential apartments / units;
3. Maintenance charges, sinking fund collected from purchasers of the retail shop / commercial space / office space / residential apartments / units;
4. Holding tax etc. collected from purchasers of the retail shop / commercial space / office space / residential apartments / units;
5. Cost for formation of association of retail shop / commercial space / office space / residential apartments / units holders for maintenance;

For IMPERIAL REALTORS

Govind K. Khandan
Partner



6. Goods & Service Tax (**GST**) collected from the purchasers of the retail shop / commercial space / office space / residential apartments / units, in line with applicable GST laws;
7. Club charges, the value of which shall be intimated by the DEVELOPER / PROMOTER to the LANDOWNERS in advance;
8. Sale Commission if any; and
9. GST / TDR if any paid on retail shop / commercial space / office space / residential apartments / units that remain unsold on the date of issue of Occupancy / Competition Certificate.

IN WITNESSES whereof both the Parties hereto have subscribed their respective signatures on this agreement with free will and consent and with sound health and mind on the day, month and year as mentioned above.

WITNESSES

1. *Ashini Saikia*
Advocate
Guwahati

Suman Boddar

Madhu Boddar

FIRST PARTY / LANDOWNERS

2. *Monindro Kabra*
Hogghabari
Guwahati.

For IMPERIAL REALTORS

Gourab Khaitan
Partner

SECOND PARTY / DEVELOPER / PROMOTER



DRAFTED IN CHAMBER OF
"RAANVISA" Advocates & Legal Consultants
ROOM NO. 509, Protech Centre, Ganeshguri, Guwahati-06
By: **ASHINI SAIKIA**,
Advocate: (M) 9854333131, 8638549858
E. mail= ashini.saikia@gmail.com





ORDER SHEET

(See Rule 129 of the Record Manual 1911)

**Order Sheet, dated from 23-02-2023 To 01-03-2023 District কামৰূপ মহানগৰ
Case No MET/DIS/2022-23/82380/OMUTC**

Name : সৌৰভ পোদ্দাৰ, পিতৃ-সুৰেশ কুমাৰ পোদ্দাৰ
মধু পোদ্দাৰ, পিতৃ-শ্ৰী বজ্জংগাল গোবিন্দ

Serial No and Date of Order	Order and Signature of Officer	Note Of Action Taken on Order
5	2	৩
(1) 23-02-2023	NOC may be issued .	As per the fixed time period the notice has been served automatically.
(2) 08-09-2023	আবেদনকাৰীয়ে হাজিৰ দাখিল কৰিছে আৰু গোচৰ উপস্থাপিত হৈছে। আবেদনকাৰী সৌৰভ পোদ্দাৰ আৰু মধু পোদ্দাৰে বেলতলা মৌজাৰ অন্তৰ্গত সাতগাঠৰ বৈ: মাদী 1474 নং পট্টাৰ 818 নং দাগৰ অংশ 3 (বিঘা) 4 (কঠা) 18.00 (লেছ), মাটিত খ:দ: সূত্ৰে নামজাৰী বিচাৰিছে। জ্ঞানদী ৰীতিমতে জাৰি হয় আৰু জ্ঞানদী জাৰিৰ ম্যাদৰ ভিতৰত কোনো আপত্তি আদি পোৱা নাই। আবেদনকাৰীয়ে দাখিল কৰা 27/05/2023 ইং তাৰিখৰ 11409 নং বৈ: দলিল চোৱা হ'ল। উক্ত দলিল যোগে আবেদনকাৰীয়ে বেলতলা মৌজাৰ অন্তৰ্গত সাতগাঠৰ বৈ: মাদী 1474 নং পট্টাৰ 818 নং দাগৰ অংশ 3 (বিঘা) 4 (কঠা) 18.00 (লেছ), মাটি পট্টাদাৰ মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাংলিং:ৰ, পৰা খৰিদ কৰে। ল:ম: ৰ প্ৰতিবেদন মতে খৰিদা জমিত আবেদনকাৰীৰ দখল-আবাদ আছে। সেয়েহে বেলতলা অন্তৰ্গত সাতগাঠৰ বৈ: মাদী 1474 নং পট্টাৰ 818 নং দাগৰ অংশ 3 (বিঘা) 4 (কঠা) 18.00 (লেছ), মাটিত খৰিদা দখল সূত্ৰে পট্টাদাৰ মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাংলিং:ৰ নগত আবেদনকাৰী সৌৰভ পোদ্দাৰ আৰু মধু পোদ্দাৰৰ নামজাৰী মঞ্জুৰ কৰা হ'ল।	

Ng R
District Revenue Officer
Dispur



03 NOV 2023

জৰীপ হোৱা গাঁওৰ জমাবন্দী
(Jamabandi for Surveyed Village)

Application No. RTPS/ROR/2023/1804952 Dated: 21/09/2023

District:কামৰূপ মহানগৰ			Subdivision:গুৱাহাটী			Circle:দিশপুৰ			Mouza: বেলতলা		
Lot Number:লাট নং 16			Village/Town :সাতগাওঁ			Pattatype: খেৰাজ ম্যাৰ্চী					
পট্টা নং		পট্টাদাৰৰ নাম,পিতাৰ নাম/ স্বামীৰ নাম আৰু ঠিকনা	প্ৰত্যেক দাগৰ মাটিৰ				ৰাজহ	স্বত্বাধী কৰ	মন্তব্য		
পুৰণি	নতুন		নং	কালি (বি-ক-লে)	শ্ৰেণী					কালি (হে-আৰ-ছে)	
					কৃষি	অকৃষি					
১	২	৩	৪	৫	৬		৭	৮	৯	১০	
	১৪৭৪	১)শ্ৰী লক্ষী নাথ দেৱ শৰ্ম্মা(পিতা - ব্ৰজ নাথ দেৱ শৰ্ম্মা) , ২)শ্ৰী পবিত্ৰ নাথ শৰ্ম্মা(নাঃ অঃ মাতা - বুপেন্দ্ৰবী পিতা - পূৰ্ণ) , ৩)শ্ৰী মতী মঞ্জুলা দেৱী পোদ্দাৰ(স্বামী - জগদীশ প্ৰসাদ পোদ্দাৰ) , ৪)শ্ৰী উৰা দেৱী পোদ্দাৰ(স্বামী - সুৰেশ কুমাৰ পোদ্দাৰ) , ৫)শ্ৰী ৰমেশ কুমাৰ মোদী(পিতা - ঐবাবু লাল মোদী) , ৬)শ্ৰী সুজিত মজুমদাৰ (পিতা - ঐযতীন্দ্ৰ নাথ মজুমদাৰ) , ৭)মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃ(হকে) , ৮)শ্ৰী জগদীশ প্ৰসাদ পোদ্দাৰ(পিতা- ভাউৰীলাল পোদ্দাৰ) সাতগাওঁ,	৮১৮ ৮২৩ ৮২৫ ৮২৬ ৮২৭	৪-১-৩.০১২৪৩১২২ ০-০-০.০০০০ ০-০-০.০০০০ ০-০-০.০০০০ ০-০-০.০০০০	৪র্থ শ্ৰেণী বেপাৰৰ ঠাই ৩য় বস্তি ৪র্থ শ্ৰেণী বেপাৰৰ ঠাই ১ম বস্তি ১ম বস্তি	০-৫৬-৬২.২১০৭ ০-০-০.০০০০ ০-০-০.০০০০ ০-০-০.০০০০ ০-০-০.০০০০	৮,৪৩৩.৪০ ২৪.৮৬ ১৭৮.৮০ ৩৮.৮৫ ৬৪.৭৫	২,১০৮.৩৫ ৬.২২ ৪৪.৭০ ২.৭১ ১৬.১২	ক) বিবিধ ২৮৭/২০২২ নং গোচৰত দিয়া চক্ৰ বিষয়ঃ মহোদয়ৰ ইং ২৯/৬/২০২২ তাৰিখ ইকুম মতে আৰু সদ জমাবন্দী মতে এই পট্টাৰ ৮১৮ নং দাগৰ ১ নং পট্টাদাৰ লগত ১৫.৭৯ আৰ আৰু ৪ নং পট্টাদাৰৰ লগত ১০.৭০ আৰ আৰু ১ নং পট্টাদাৰৰ লগত ১০.৭০ আৰ আৰু ৩ নং পট্টাদাৰৰ লগত ১২.০৪ আৰ সু ৪২.২৩ আৰ জমি মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃৰ নামত আৰু ই ইকুম মতে এই পট্টাৰ ৮১৮ নং দাগৰ ৪.০১ আৰ জমিত ১ নং পট্টাদাৰৰ লগত শ্ৰী জগদীশ প্ৰসাদ পোদ্দাৰ, পিতা- ভাউৰীলাল পোদ্দাৰৰ নামত নথি সংশোধন কৰা হ'ল। (**** টোকা :- লাঃ মঃ --- Hondor sing Terang Dated :-2022-07-25 প্ৰতিবেদন মৰ্মে হাতৰ জমাবন্দীৰ তথ্যৰ ভিত্তিত উপৰোক্ত মন্তব্যৰ সংশোধন কৰা হ'ল। চক্ৰ বিষয়া :-Shantanu Gogoi Dated: 2022-07-25) Order(s) Manually Entered By		



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পট্টা নং		পট্টাদাৰৰ নাম,পিতাৰ নাম/ স্বামীৰ নাম আৰু ঠিকনা	প্ৰত্যেক দাগৰ মাটিৰ				ৰাজহ	স্বাক্ষৰ কৰ	মন্তব্য	
পুৰণি	নতুন		নং	কালি (বি-ক-লে)	শ্ৰেণী					কালি (হে-আৰ-ছে)
					কৃষি	অকৃষি				
১	২	৩	৪	৫	৬		৭	৮	৯	
		৭)মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃৰ(হে সুৰেশ কুমাৰ (পোদ্দাৰ) Gar ALi,Jorhat, ১০)সৌৰভ পোদ্দাৰ(সুৰেশ কুমাৰ (পোদ্দাৰ) PODDAR BUILDING,GAR ALI ১১)মধু পোদ্দাৰ(শ্ৰী বজ্জংগলাল গোৰেস্বা) PODDAR BUILDING,GAR ALI								CO:Shantanu Gogoi on dated 2022-07-25 00:00:00 (**** টোকা :- মঃ --- Hondor si Terang Dated :-2022-07-20লাঃ মঃৰ প্ৰতিবেদন চে হল। সংশোধনীৰ বাবে অনুমোদন দি হল। চক্ৰ বিষয়া :- Shantanu Gogoi Dated: 2022-07-) (**** টোকা :- লা মঃ --- Hondor sin Terang Dated :-2022-07-20 মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃৰ (হকে) নাম অন্তৰ্ভুক্ত কৰা হল। লাঃ মঃৰ প্ৰতিবেদন চোৱা হল । সংশোধনীৰ বাবে অনুমোদন দিয়া হল চক্ৰ বিষয়া :- Shantanu Gogoi Dated: 2022-07-20) (**** টোকা :- লাঃ মঃ --- Hondor sing Terang Dated :-2022-07-20 শ্ৰী জগদীশ প্ৰসাদ পোদ্দাৰ (পিতা- ভাউৰীলাল পোদ্দাৰ) নাম অন্তৰ্ভুক্ত কৰা হল । লাঃ মঃৰ প্ৰতিবেদন চোৱা হল। সংশোধনীৰ বাবে অনুমোদন দিয়া হল। চক্ৰ বিষয়া :- Shantanu Gogoi Dated: 2022-07-20) হকুম নং: ১ চক্ৰ বিষয়া'ৰ 31-10- 2022 নামজাৰী নং MET/DIS/2022- 23/63517/OMUT -ৰ হকুমমৰ্মে ৪১৮ দাগৰ ০ বিঘা ১ কঠা ১০ লেছা মাটি থঃ দঃ সূত্ৰে শ্ৰী জগদীশ প্ৰসাদ



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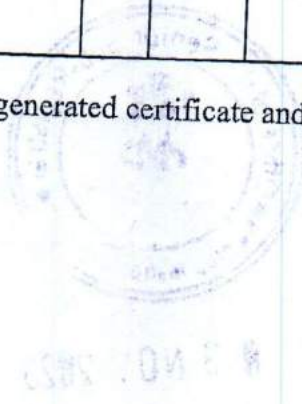
পট্টা নং		পট্টাদাৰৰ নাম,পিতাৰ নাম/ স্বামীৰ নাম আৰু ঠিকনা	প্ৰত্যেক দাগৰ মাটিৰ				ৰাজহ	সহানীয় কৰ	মন্তব্য	
সূৰণি	নতুন		নং	কালি (বি-ক-লে)	শ্ৰেণী					কালি (হে-আৰ-ছে)
					কৃষি	অকৃষি				
১	২	৩	৪	৫	৬		৭	৮	৯	১০
										পোদ্দাৰৰ লগত মেচাৰ্চ পোদ্দাৰ স্বা উদ্যোগ প্ৰাঃলিঃৰ নামত নামজাৰী হ'ল। লাট মণ্ডল : (Nice HussaiN) চক্ৰ বিষয়া : (Shantanu Gog Reg No (896) R Date (১১-০১-২০২২) (**** টোকা :- ৮ মঃ --- Rekibuddi Ahmed Dated :-2022-11-02 প্ৰতিবেদন মৰ্মে হাট জমাবন্দীৰ তথ্যৰ ভিত্তিত উপৰোক্ত মন্তব্যৰ সংশোধন কৰা হ'ল। চক্ৰ বিষ :-Shantanu Gogo Dated: 2022-11-() (**** টোকা :- লা মঃ --- Rekibuddir Ahmed Dated :-2022-11-02 মেচাৰ্চ স্বদেশী পোদ্দা উদ্যোগ প্ৰাঃলিঃৰ (৫ সুৰেশ কুমাৰ পোদ্দাৰ) নাম সংশোধন কৰি মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃৰ (৫ সুৰেশ কুমাৰ পোদ্দাৰ) কৰা হ'ল। লাঃ মঃৰ প্ৰতিবেদন চোৱা হ'ল । সংশোধনীৰ বাবে অনুমোদন দিয়া হ'ল। চক্ৰ বিষয়া :- Shantanu Gogoi Dated: 2022-11-02) হুকুম নং: 1 চক্ৰ বিষয়াৰ 08-09- 2023 নামজাৰী নং MET/DIS/2022- 23/82380/OMUTC -ৰ হুকুমমৰ্মে 818 দাগৰ 3 বিঘা 4 কঠা 18.00 লেছা মাটি থাঃ দঃ সূত্ৰে মেচাৰ্চ পোদ্দাৰ স্বদেশী উদ্যোগ প্ৰাঃলিঃৰ লগত সৌৰভ পোদ্দাৰ আৰু মধু পোদ্দাৰ ৰ



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পট্টা নং		পট্টাদাৰৰ নাম,পিতাৰ নাম/ স্বামীৰ নাম আৰু ঠিকনা	প্ৰত্যেক দাগৰ মাটিৰ				ৰাজহ	স্বাক্ষৰ	মন্তব্য	
পুৰণি	নতুন		নং	কালি (বি-ক-লে)	শ্ৰেণী					কালি (হে-আৰ-ছে)
					কৃষি	অকৃষি				
১	২	৩	৪	৫	৬		৭	৮	৯	
									নামত নামজাৰী হ'ল। লাট মণ্ডল : (Rekibuddin Ahmed) চফ্ৰ বিষয়া : (PA) GOGOI, ACS) Reg No (14287/2023) Reg Date (১৬-০৬-২০২৩)	

** Please note this is a system generated certificate and does not need any signature **





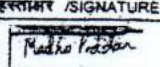
03 NOV 2023

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AJDPP5032H

नाम /NAME
MADHU DEVI PODDAR

पिता का नाम /FATHER'S NAME
BAJARANGLAL GOENKA

जन्म तिथि /DATE OF BIRTH
26-09-1966

हस्ताक्षर /SIGNATURE


आयकर आयुक्त (सिस्टम), शिलांग
COMMISSIONER OF INCOME TAX (SYSTEMS), SHILLONG

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAURAV PODDAR

SURESH PODDAR

15/11/1989

Permanent Account Number
BBKPP0239G

हस्ताक्षर




आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADJPK7208C

नाम /Name
GOVIND KHAITAN

पिता का नाम /Father's Name
MAHABIR PRASAD KHAITAN

जन्म की तारीख /
Date of Birth
17/02/1972

हस्ताक्षर /Signature




19022023

The Bar Council of Assam, Nagaland, Mizoram
Arunachal Pradesh & Sikkim
A statutory body under Advocate Act, 1961
2nd Floor, Gauhati High Court, Guwahati-781001

IDENTITY CARD

Card No. 99007847
Date : 04/11/2016

Name : ASHINI SAIKIA
Designation : ADVOCATE
Enrolment No. : 746 of 2009
Date of Enrol : 10/11/2009



Chairman
Spcl. Committee

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MUNINDRA KALITA

LOHIT KALITA

31/12/1991

Permanent Account Number
DDGPK7493B

हस्ताक्षर






CHALLAN
TR Form -5(a)



GRN	AS004465597202324E	BARCODE	16/10/2023-17:02:34		Form ID
Department Inspector General of Registration			Payer Details		
Registration Fees			TAX ID (If Any)		
Type of Payment			PAN No.(If Applicable) AADFI9803L		
Office Name SR SUB REGISTRAR GUWAHATI			Full Name IMPERIAL REALTORS		
Location Kamrup Metro			Flat/Block No. 101 B R Tower Ist Floor.		
Year 2023-2024 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street Janapathlaneulubari		
0030-03-800-4003-000		21000.00	Area/Locality Guwahati		
Fees For Copies Of Registered Documents			Town/City/District		
			PIN 7 8 1 0 0 7		
			Remarks (If Any)		
			DEVELOPMENT AGREEMENT		
			Amount In Twenty One Thousand Rupees Only		
Total		21,000.00	Words		
Payment Details HDFC BANK LTD			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	05131322023161000572 712087
Cheque/DD No.			Bank Date	RBI Date	16/10/2023 17:03:06 Not Verified with RBI
Name of Bank			Bank-Branch HDFC BANK LTD		
Name of Branch			Scroll No. , Date Not Verified with Scroll		
Department ID			Mobile No. : 9435080240		

