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Sr. Sub-Registrar

Kamrup Metro, Guwahati

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and executed on this 18th day of
JUNE, 2018 at Guwahati.

- BETWEEN -

SMT. SEWALI BORDOLOI PHUKAN, daughter of Late Durgadhar Bordoloi, by
 religion - Hindu, by profession- Business, resident of Dispur, Near Dispur Law College,
 Guwahati- 6, P.S.- Dispur, in the district of Kamrup (Metro), Assam, hereinafter called
 the **FIRST PARTY/LANDLORD** (which expression shall unless and otherwise contrary or
 repugnant to the context and meaning made herein, include her heirs, successors,
 assignees and representatives) of the **FIRST PART**.

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DIRECTOR

Sewali Bordoloi Phukan

HTN DEVELOPERS PRIVATE LIMITED, a registered company having it's office at Odalbakra, Near Sabitri Bharali High School, Rabha Bhawan, Guwahati- 19, represented by it's Director **SRI DIGANTA BAISHYA**, Son of Sri Arjun Baishya, by religion- Hindu, by profession- Business, resident of Odalbakra, Suruj Nagar, Near Shiva Mandir, House No. 6, Guwahati- 19, P. S.- Dispur, in the District of Kamrup (Metro), Assam, hereinafter called the **SECOND PARTY/BUILDER/ DEVELOPER** (which expression shall unless and otherwise contrary or repugnant to the context and meaning made herein, include it's/his Successor, assignees and representatives) of the **SECOND PART**.

WHEREAS the **FIRST PARTY** is the absolute owner, possessor and title holder of a plot of land measuring 1 (One) Bigha covered by Dag No. 152 & 153 (Old)/ 404 & 405 (New) of K.P. Patta No. 31 (Old)/ 426 & 427 (New) of revenue village- Sawkuchi under Beltola Mouza in the district of Kamrup (Metro), Assam, hereinafter called the said land morefully described in the Schedule- A below.

AND WHEREAS the **SECOND PARTY/BUILDER** is/are desirous of constructing a multistoried R.C.C. Building/ Apartment in the aforesaid land and the **FIRST PARTY/LANDLORD** also requested the **SECOND PARTY/BUILDER/DEVELOPER** to construct a multistoried R.C.C. Building/ Apartment in the said land and the **SECOND PARTY/ BUILDER/DEVELOPER** at the request of the **FIRST PARTY/LANDLORD** has agreed to the proposal of the **FIRST PARTY/LANDLORD** to build a multistoried R.C.C. Building/ Apartment thereon in the following terms and conditions:

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN BOTH THE PARTIES HERETO AS FOLLOWS :

1. That the **FIRST PARTY/LANDLORD** deliver up today the vacant and khas possession of the land together with the existing pile together with existing foundation and structure to the **SECOND PARTY/BUILDER/DEVELOPER**.
2. That the **SECOND PARTY/BUILDER** at his/their own cost shall construct and complete a multistoried R.C.C. Building/ Apartment on the said plot of land with all modern facilities including common facilities in accordance with approved plan and drawing which is approved by the authority concern.
3. That the **SECOND PARTY/BUILDER** shall spare no pains to construct the building with standard quality to ensure strong foundation of the aforesaid building and considering Assam is highly seismic zone, necessary structural precaution must be taken by the Builder.

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Suwalu Borah Phukan

4. That the building/ apartment should be constructed and completed by the SECOND PARTY/BUILDER/DEVELOPER preferably with all modern and proper facilities and fittings as per approved plan of the concerned authority.
5. That the boundary wall of the said plot of land for the purpose to demarcate the said land and ascertain the area of the land shall be erected by the SECOND PARTY/ BUILDER/DEVELOPER in consultation with the FIRST PARTY/LANDLORD.
6. That the SECOND PARTY/ BUILDER shall be responsible to provide at its own cost water-pump, tube-well, storage tank, over head reservoirs, supply, sewerage systems with underground septic tank, electric wiring, obtained permanent electrical connection to all the Flats/Units of the building and drainage system etc. required for construction and enjoyment of the building.
7. That the terrace together with its pro-rata area will be the common property of all the Flats/Units owners who will purchase the Flats/Units later on.
8. That the completion period of the said Flats/Units is approximately calculated and fixed within 4 (Four) years after obtaining necessary construction permission/ NOC from the concern authority of the RCC Building/ Apartment in the schedule mentioned plot of land. If the SECOND PARTY/ BUILDER/DEVELOPER is unable to complete the construction of RCC Building/ Apartment within 4 (Four) years then the SECOND PARTY/ BUILDER/DEVELOPER will liable to pay a sum of Rs. 30,000/- (Rupees Thirty Thousand) per month to the FIRST PARTY/LANDOWNER until to handover the possession of the Landlord's Allocation.
9. That the FIRST PARTY/LANDLORD hereby agrees to be and perform all such acts which will be necessary for progress of construction of the building and also to perform all such acts which are required to transfer the ownership rights in favour of the intending purchasers and for mortgage of the purchased Flats/Units.
10. That the FIRST PARTY/LANDLORD shall authorize and empower the SECOND PARTY/BUILDER/DEVELOPER to sell, transfer, allot, handover possession and/or disposed of the Builder's Allocation of the Flats/Units in public. If the Second Party/Builder's Allocation of the Flats/Units are transferred and/or sold and/or allotted, both the possessory and ownership right, title and interest over said Flats/Units thus transferred, allotted or sold by the SECOND PARTY/BUILDER/ DEVELOPER to the intending purchasers and the FIRST PARTY/LANDLORD will have No Objection for the same.

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11. That the SECOND PARTY/BUILDER/DEVELOPER will bear all the responsibilities and expenditure for clearing and dismantling of all existing structures which fall under the area meant for construction of the proposed building.
12. Notwithstanding grant of Power of Attorney by the FIRST PARTY/LANDLORD in favour of the SECOND PARTY/BUILDER/DEVELOPER (for construction of multi-storied building/ apartment) or its nominee or nominees and delivery of possession of the said premises no action of the SECOND PARTY/BUILDER/DEVELOPER or its nominee or nominees under the said Power of Attorney shall be in any manner fasten or create any financial or any other liabilities of any kind whatsoever upon the FIRST PARTY/LANDLORD.
13. That the permission /NOC for construction of R.C.C. Building/ Apartment will apply in the name of SECOND PARTY/BUILDER/DEVELOPER or FIRST PARTY/LANDLORD and expenditure of the same will be bear by the SECOND PARTY/BUILDER/DEVELOPER. The FIRST PARTY shall sign in all necessary papers as may be required for obtaining the building permission. However the SECOND PARTY will move all the necessary steps for obtaining NOC within a maximum time limit of one year six months from the date of Agreement.
14. That the SECOND PARTY/BUILDER/DEVELOPER will provide the FIRST PARTY/LANDLORD 25% of the super built area of the building permitted area by the concerned authority i.e. GMC/ GMDA along with 25% of undivided proportionate share of land and car parking space 1 of every Flat/ Unit in the compound/ Ground Floor, i.e. the Landlord's Allocation more fully described in the Schedule- B.
15. That the SECOND PARTY/BUILDER/DEVELOPER shall have right to sell, transfer the Builder's Allocation i.e. the remaining 75% of the super built area of the building permitted area by the concerned authority i.e. GMC/ GMDA along with 75% of undivided proportionate share of land and remaining car parking space in the compound/ Ground Floor, common areas and facilities more fully described in the Schedule- C to any other intending PURCHASER including the right to use thereof excluding the Landlord's Allocation.
16. That the SECOND PARTY/BUILDER/DEVELOPER will provide an amount of Rs.1,20,00000/- (Rupees One Core Twenty Lacs) only to the FIRST PARTY/LANDLORD on installment basis as follows :

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- (i) On the day of execution of this Memorandum of Agreement Rs. 1,00,00,000/- (Rupees One Core) only by RTGS to A/C No. 05720500000915 of UCO Bank, Dispur Branch, Guwahati.
- (ii) Within 4 months from the date of execution of this Memorandum of Agreement Rs.20,00,000/- (Rupees Twenty Lacs) by Cheques/ RTGS which is refundable. The FIRST PARTY/LANDLORD will refund the aforesaid amount of Rs.20,00,000/- (Rupees Twenty Lacs) to the SECOND PARTY/BUILDER/DEVELOPER within 5 months from the date of receiving the aforesaid amount. If the FIRST PARTY/LANDLORD is unable to refund the aforesaid amount of Rs. 20,00,000/- (Rupees Twenty Lacs) within 5 months then the necessary time of refund will be extended by mutually discussed and the amount to be mutually discussed and finalized by both the parties.
17. That the FIRST PARTY/LANDLORD will hand over all original relevant documents/ title deeds of the Schedule- A land to the SECOND PARTY/BUILDER/ DEVELOPER within 1 (One) week from the date of execution of this Memorandum of Agreement.
18. That the FIRST PARTY/LANDLORD will clear her land in the land revenue records by deleting/ strike out the name of other hanging co-pattadars as early as possible as per official procedure.
19. That in case the SECOND PARTY/BUILDER/DEVELOPER shall be deprived of the right, title, interest and possession of the schedule property or any part thereof due to any defect in the right, title, interest and/or possession of the FIRST PARTY/LANDLORD or due to any act of the FIRST PARTY/LANDLORD or his/her heirs, assignees, successors-in-interest or by any person claiming title thereto, in that case the FIRST PARTY/LANDLORD will be bound to return the aforesaid amount with adequate interest to the SECOND PARTY/ BUILDER/ DEVELOPER for such loss or damage arising there from and shall be liable to indemnify and compensate all such losses to the SECOND PARTY/BUILDER/ DEVELOPER.
20. That the FIRST PARTY/LANDLORD shall have no right over the proposed Building except landowner's stipulated Flats/Units and car parking space only being the transfer value of the schedule mentioned plot of land.

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21. That the FIRST PARTY/LANDLORD shall have no any right over the existing property standing over the said plot of land and the SECOND PARTY/BUILDER/DEVELOPER shall have absolute right on the same from the date of execution of this Memorandum of Agreement.
22. That an Irrevocable General Power of Attorney should be executed in favour of the SECOND PARTY/BUILDER/DEVELOPER to do all necessary acts, deeds and things for completion and construction of the said building by the SECOND PARTY/BUILDER/ DEVELOPER and to sell the same to prospective purchasers and the FIRST PARTY/ LANDLORD could not revoke the said General Power of Attorney and if the FIRST PARTY/LANDLORD revokes the said Attorney, the FIRST PARTY/ LANDLORD will be liable according to the law and the FIRST PARTY/LANDLORD should return the money to the SECOND PARTY/BUILDER/DEVELOPER which the SECOND PARTY/BUILDER/ DEVELOPER has paid to the FIRST PARTY/ LANDLORD with interest and compensation.
23. That name of the R.C.C. Building/Project/ Apartment will be known as "OM GARDEN".
24. If any of the party violates the above terms and conditions, he/ she/ they will be liable according to law and approach the competent court.

SCHEDULE- A
(TOTAL LAND)

A plot of land measuring 1 (One) Bigha covered by Dag No. 152 & 153 (Old)/ 404 & 405 (New) of K.P. Patta No. 31 (Old)/ 426 & 427 (New) of revenue village- Sawkuchi under Beltola Mouza in the district of Kamrup (Metro), Assam, Class of land- 2nd Class residential, which is bounded by

North	:	Road
South	:	Land of Dag No. 396 & 397 (New)/ 152 & 153 (Old)
East	:	Road
West	:	Land of Dipanjali Deori/ Dag No. 151 (Old)

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SCHEDULE- B

(Landowner's Allocation)

25% of the super built area of the building permitted area by the concerned authority i.e. GMC/ GMDA along with 25% of undivided proportionate share of land and car parking space 1 of every Flat/ Unit in the compound/ Ground Floor.

Schedule- C

(Builder's Allocation)

75% of the super built area of the building permitted area by the concerned authority i.e. GMC/ GMDA along with 75% of undivided proportionate share of land and remaining car parking space in the compound/ Ground Floor, common areas and facilities.

IN WITNESS WHEREOF the FIRST PARTY/LANDOWNER and the SECOND PARTY/BUILDER/DEVELOPER have signed this MEMORANDUM OF AGREEMENT in sound state of health and mind without any duress, coercion from any corner on this 18th day of JUNE, 2018 at Guwahati.

Witnesses :

1. *L. Prabin Kumar Deka*
S/O - Madan Ch. Deka
Pamikhadi, Am-26
P/S - Pragjyotishpur

2. *Nilesh Kumar Dikshit*
S/O L. Subhakar Dikshit
Jazakpur, Kaili Para,
Guwahati (M) - 781019

3/ *Jyoti Prasad Hazarika*
S/O J. C. Hazarika
Khetigaon Lakhimnagarh
Nangarh path
H.N.-2

4. *Bismita Phukan*
S/O Dr. Jibendra Nath Phukan
Dispur East gate
Dispur

Gurabir Bordoloi Phukan

Signature of the First Party/Landlord

HTN DEVELOPERS PVT. LTD.
Diganta Bisoi
DIRECTOR

Signature of the Second Party/

Builder/Developer