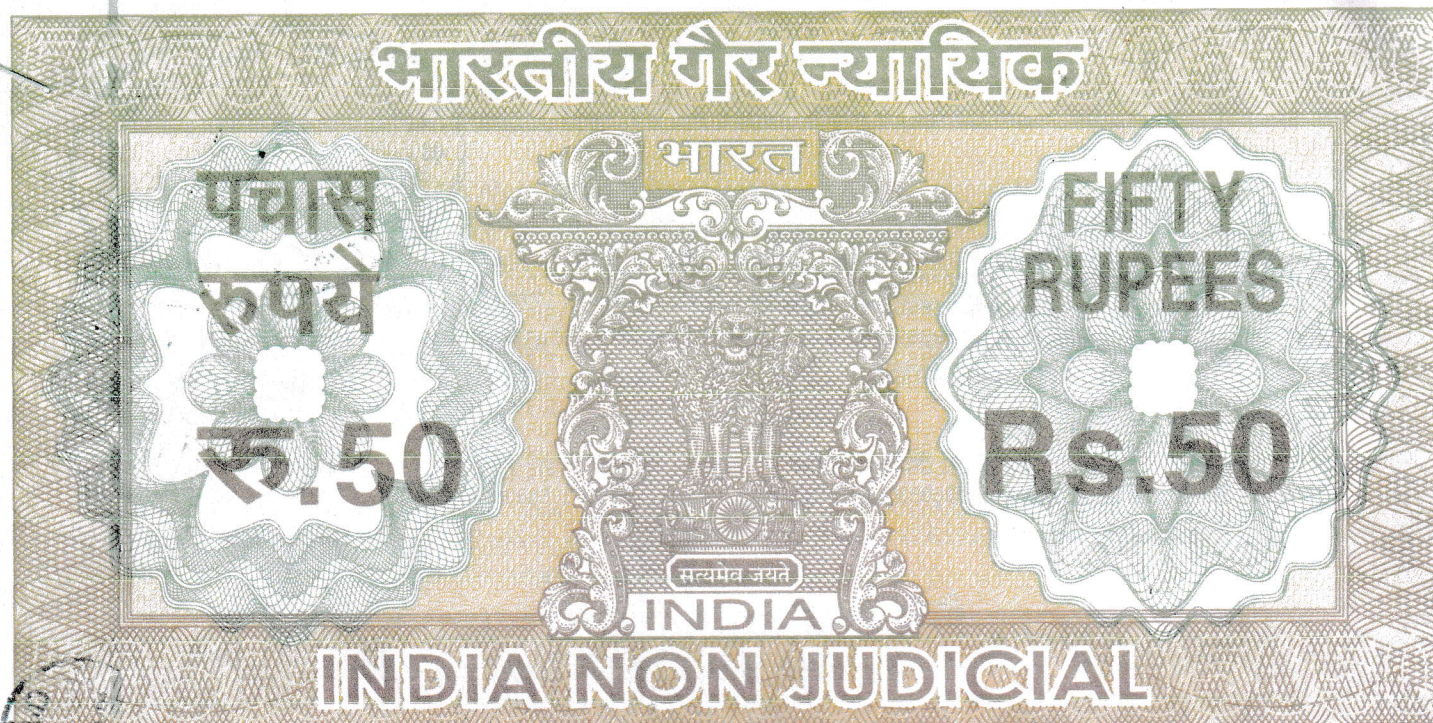


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Admissible under Act XVI of 1908 Correctly
Stamped (or exempted from stamp duty)

AGREEMENT FOR DEVELOPMENT OF LAND

No. Fees Paid

THIS AGREEMENT FOR DEVELOPMENT OF LAND is made on this
10th day of May, 2019 at Guwahati.

Sr. Sub-Registrar

Kamrup Metro., Guwahati

- BETWEEN -

Mr HARI PRASANNA MAHANTA S/O- Lt Prafulla ch Mahanta residence of Barmunimaidam Guwahati-21 & BHUPALI MAHANTA W/O- Lt Abani Prasanna Mahanta, residence of Dharmapur, Beltola Bazar, Guwahati-28 Kamrup (M) Assam, hereinafter referred to as the "FIRST PARTY / LANDOWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators and assigns) of the FIRST PART.

- AND -

"M/S D R CONSTRUCTION", a Proprietorship Firm, having its registered office at Tarun Nagar, Bye Lane - 4, Guwahati - 781005, in the district of Kamrup (Metro), Assam, represented by its Proprietor/ Partner - SRI PRAKASH RUPANI son of, Sri K C Rupani hereinafter referred to as the "DEVELOPER / SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners, legal representatives, executors, administrators, nominees and assigns) of the SECOND PART.

Hari Prasanna Mahanta
Bhupali Mahanta
Sri Prakash Rupani

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M/S D R

WHEREAS, the abovenamed First Party are the absolute owners and in possession of a plot of land measuring 6 (six) kathas 11 lechas covered by **Dag No 211 (Old) 647 & 648 (New) of K.P.Patta No 9 (Old)/ 297 (New)**, situated at Revenue Village - Bormotoria, under Mouza - Beltola, under Dispur Revenue Circle, in the district of Kamrup (Metro), Assam which is specifically described in the **SCHEDULE** below:-

AND WHEREAS, the First Party have agreed to allot their aforesaid land in favour of the second party for the purpose of undertaking a construction of residential building project thereon.

NOW THIS MEMORANDUM WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. OBJECTS AND PURPOSES OF THIS AGREEMENT :-

- 1.1 By this agreement it has been agreed by and between the parties hereto that the First Party will grant the exclusive right of development in respect of the said land unto and in favour of the Developer with the intent and object that the Developer will undertake construction erection and completion of new building and/or buildings on the said land subject to the terms and conditions hereinafter appearing.

2. TITLE - REPRESENTATIONS :-

- 2.1 At or before execution of this agreement the First Party have assured and represented to the Developer as follows :-

- (i) THAT the First Party are the absolute owners of the said land.
- (ii) THAT the First Party have a marketable title in respect of the said land.
- (iii) THAT the said land is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- (iv) THAT all amounts payable to the authorities concerned for acquiring the said land has been paid and nothing is outstanding.
- (v) THAT this agreement has been approved by the First Party and the First Party are fully competent to enter into this agreement for development of the said land.
- (vi) THAT the said property is not affected by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 nor is the said property affected by any other law whether local, state or central.



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Shankar Singh

Bhupali Mahanta. Haari Prasan Mahanta

That the aforesaid plot of land does not fall under the Eco - Tourism Zone, Wet Land, Tribal Belt, Agricultural land, etc.

- (vii) THAT there is no legal bar or impediment in undertaking a housing project comprising of residential units being taken up on the said land.
- (viii) THAT all municipal rates taxes and other outgoings payable in respect of the said land shall be paid by the First party/Landowners till the date of handing over the khas possession of the land to the Second party/Builder.
- (IX) That the second party will update all the land documents before handling the possession to the second party.

2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement for development of the said land.

3. DEVELOPMENT RIGHT :-

3.1 In consideration of the Developer having agreed to undertake development of the said land and to incur all costs, charges and expenses for undertaking development of the said land, the First Party have agreed to grant the exclusive right of development in respect of the said land unto and in favour of the Developer herein and the Developer is hereby authorised and shall be entitled :-



- (i) to take possession of the said land immediately after signing this Agreement for Development as well as for construction of new building/buildings.
- (ii) to appoint Architects, Engineers and other agents for the purpose of undertaking development of the said land and for construction of new building/buildings ;
- (iii) to cause a map or plan to be prepared by the Architects so appointed and to have the said plan sanctioned by the authorities concerned in the name of the First Party/Second Party ;
- (iv) to obtain all permissions approvals and/or sanctions in the name of the First Party/Second Party as may be necessary and/or required for undertaking development of the said land.

D. R. CONSTRUCTION
Rakesh Dufan

Dhupati Mahanta. Havi Bousamma Mahanta

- (v) to incur all costs, charges and expenses for sanction of the said Plan and also for undertaking construction erection and completion of the said new building and/or buildings.

4. APPROVED PLANNING :-

- 4.1 After the execution of the Development Agreement, the Developer will apply to the authorities concerned for obtaining sanction of the said Plan in its own name and for the aforesaid purpose the First Party shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees and such power of attorney shall not be revoked or cancelled without the written consent of the Developer.

5. COMPLETION OF THE PROJECT :-

- 5.1 Unless prevented by circumstances beyond its control the Developer shall construct erect and complete the said Housing as well as residential building Project within a period of 4 years from the date of obtaining building permission from the concern authorities i.e. GMC and GMDA and after getting possession from the first party ,(hereinafter referred to as the COMPLETION DATE).
- 5.2 The said multistoried building will comprise of various Residential Spaces/Flats/Apartments which shall be reserved for **residential purposes** only.

SPACE ALLOTMENT/ALLOCATION TO THE LANDOWNER :-

- 6.1 In consideration of the agreement stated herein the Second Party/Developer shall allot to the First party 43% (forty three percent) super built up area in the building, approved by GMDA/ GMC as the full and final settlement of the claims of the landowner under this agreement. The second party will construct for the first party 2/3/4 BHK Flats (as per requirement /choice) of the first party/ land owner and will provide equal number of car parking. Such allocation to be made by the Second Party/Developer to the First Party/Landowner shall be known as "Landowner' Allocation" fully described in the schedule below.
- 6.2 That the builder/developer will construct multistoried building in aforesaid land. The developer shall allot to the land owner above said 43% super buildup area of the constructed area, approved by GMDA/GMC along with car parking space. The allotted area will be comprise of 2/3/4 BHK flats (as per demand of first party) and each flats/units will be divided in each floor of the building from first floor to top floor.

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11.10.21 - 11.10.21

Drupali Mahanta - Havi Prasen Mahanta

- 6.3 That if the Second Party/Developer fails to complete the project or fails to provide the allocation of share of 43 % (forty three percent super builtup area) in the building, to the First Party/Landowners within 4 (Four) years six months from the date of obtaining NOC/ and also taking over vacate possession of the schedule land then they shall have to pay an amount of Rs. 50,000/- (Rupees fifty thousand) only per month as compensation to the First Party/Landowners until the developer hand overs the allotted share to the first party/ land owner. But if due to unavoidable circumstances if the project is delayed then both the party will mutually decide about claiming for compensation
- 6.4 That the last roof of the building to be constructed over the aforesaid land shall be divided in the ratio 50/50 (half portion of builder and half portion of the first party). The developer and first party will mutually provide from their allotted area to all the flat owners separate space as per their choice, for drying clothes, installing antennas, and for over head water tank in the roof.
- 6.5 Be it mentioned herein that in case if any taxes applicable by the Govt./Semi Govt. authorities in respect of the First Party's allocation, then the same has to be paid by the First Party.
- 6.6 That the First Party shall bear the expenses in respect of Electric meter cost and load security. That the proportionate cost of transformer and generator will be paid by all customers equally who will buy flats in the afore said building.
- 6.7 That the First Party/Landowner shall handover the khas possession of the scheduled land to the Second Party/Developer as soon as the developer will receive building permission (NOC) from the GMC/GMDA
- 6.8 That the Second Party/Developer shall be entitled at any time to raise additional floors or make additional construction in existing building in case the building bye-laws permit such additional construction. And in that case the second party will provide to the first party 43% (forty three percent)super builtup area in the newly constructed area in the same building.

SPACE SPECIFICATION ALLOTTED TO THE FIRST PARTY BY THE SECOND PARTY :-

- a. **Flooring :**
Vetrified Flooring in all rooms.
- b. **Doors :**
Timber/Boiling water proof flush doors.



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Bhawalie Makanta. Isai Bazar. H.S. Raikash Puri

c. Windows :

Aluminum windows with clear glass.

d. Kitchen :

Marble kitchen slab. Glazed wall tiles 2'6" above slab.

e. Toilets :

Concealed plumbing and sanitary system. White sanitary ware and water supply fittings. Glazed wall tiles 6' high on walls.

f. Painting :

Plaster of paris and primer coat . Synthetic enamel paints over steel and timber surfaces.

g. Electricl systems :

Concealed electrical wiring system using copper conductor of ISI mark Electric switches and other fittings of reputed brand and ISI mark.

h. Extra Facilities :

Any extra facilities/additions/alterations/modifications as per owner's choice shall be provided on payment of extra cost by the owner as per decision and discretion of the Developer.

i. Common amenities :

Gates, boundary walls, access, lobbies, staircase, landings, lift, transformer, water supply, common water tanks, pumps, drainage and sewerage systems, guard room, common toilet, common open space.

7. The Developer shall be entitled to enter into agreements for sale and transfer in respect of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the Developer's Area with any person and/or persons together with proportionate undivided interest in the land (hereinafter referred to as the INTENDING PURCHASERS) and any amount realized in respect thereof from such intending purchasers shall belong to the Developer alone.

8. BORROWING :-

- 8.1 That after deduction of the "Landowner's Allocation" in the proposed buildings whatever be remained, the same shall be known as "Developer's Allocation" of which the Second party/Developer shall be exclusive owner. Be it stated herein that the Second party/Developer being the absolute owner of the "Developers Allocation" shall have the legal right to sell or transfer or otherwise dispose of all the flats under the Developers Allocation alongwith the proportionate share of the land at its sole discretion.

D.R. CONSTRUCTION
Prakash Rupani
Director

Nani Bhanu Mahanta
Bhupale Mahanta

8.2 That the Second party/Developer shall have the legal right and authority to enter into any agreement with prospective purchasers of flats which constitute Developer's Allocation together with proportionate share of land. The Second party/Developer being the owner of the Developer's Allocation shall have absolute right to sell/transfer or otherwise dispose of all the flats which constitute Developer's Allocation at its own discretion.

8.3 That prospective purchasers of flats out of Developer's Allocation shall have right to mortgage their respective flats along with proportionate share of land to any Bank/Financial institution to secure any loan.

9. **AUTHORITY :-**

9.1 For undertaking the said Project, the First Party shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.

10. **SCOPE OF SUPPLEMENTARY AGREEMENT :**

That if any mutually agreed terms and conditions between them after execution of this instant development agreement arises then both the parties may execute supplementary agreement for this purpose or any other purposes also.

11. **TERRACE (LAST ROOF) :-**

That the last roof of the building to be constructed over the aforesaid building shall be divided in the ratio 50-50 (fifty percent roof of the first party and remaining fifty percent of the second party) The developer and first party will jointly and mutually provide space in the roof for all the flat owners, drying clothes, installing antennas, and for over head water tank in the roof.

13. **FORMATION OF SOCIETY :-**

13.1 That a society will be formed by the Builder as soon as the buildings will be completed with the mutual discussion between all the flats owners and the landowners.

14. **ISSUANCE OF CERTIFICATE :-**

14.1 That the Second party/Developer shall issue completion certificate and occupancy certificate to the respective flats owners and to the Landowners of their allotted areas.

15. **TAXES and land documents**

15.1 That the first party will pay all the land related taxes before hand over the plot to the second party. Also the first party will provide all the land documents (Xerox) at the time of signing this agreement. And the first party assures that

D. R. CONSTRUCTION Co.
Makam Bupar

Walei Prasad Kumar Mahala Bhupali Makamto.

they will show the original land documents to the concerned authorities GMDA/GMC and Banks at the time of requirement.

15.2 That the First Party/Landowners hereby declares that their legal heirs, successors, administrators, assignees, executors will abide by all acts, deeds and things done by the Second Party/Developer even the First Party expired during the continuance of this agreement and their legal heirs, successors, administrators, assignees, executors will execute a Supplementary Deed of Agreement for Development if required.

SCHEDULE - A

ALL THAT piece of land measuring more or less 6 (six) kathas 11 lechas covered by **Dag No 211 (Old) 647 & 648 (New) of K.P.Patta No 9 (Old)/ 297 (New)**, situated at Revenue Village - Bormotoria, under Mouza - Beltola, under Dispur Revenue Circle, in the district of Kamrup (Metro), Assam Guwahati, and the land is bounded by :-

North : Land of Mr Das
South : Land of Mr Kalita
East : Road
West : Drain

SCHEDULE - B

(Description of Landowners Allocation)

All that piece and parcel of the description of the Landowners Allocation are as follows :

- (a) The Second Party/Developer shall allot to the First party 43% (forty three percent) super built up area in the building, approved by GMDA/ GMC in the building as full and final settlement of the claims of the landowner under this agreement. The second party will construct for the first party 2/3/4 BHK Flats (as per requirement /choice) of the first party/ land owner, and will provide equal number of car parking. Such allocation to be made by the Second Party/Developer to the First Party/Landowner shall be known as "Landowners Allocation "

D.R. CONSTRUCTION
Prakram Fupar

Nawin Prasad Mahanta
Bhupali Mahanta

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written in the presence of the following witnesses.

WITNESSES :-

1. Deba Prasanna Mahanta
Ratnalya, H/No-77, Belkela-
Basista Road, P.O. Belkela
Guwahati-781028 (M)
2. Bipul K. Haloi
Adv. Gm

FIRST PARTY

- 1) Haei Prasanna Mahanta
- 2) Bhupali Mahanta.

D. R. CONSTRUCTION

Nakash Gupta

Proprietor

SECOND PARTY

विभाग
DEPARTMENT



भारत सरकार
GOVT. OF INDIA

LI MAHANTA
SHI MAHANTA

13/1989

Permanent Account Number

ATQPM4448P

Bhagat Mahanta
Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AFFFF0000K

नाम / NAME
PRAKASH RUPANI

पिता का नाम / Father's Name
KISHAN CHAND RUPANI

जन्म तिथि / DATE OF BIRTH
23/04/1973

[Signature]
हस्ताक्षर / Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HARIPRASANNA MAHANTA
PRAFULLA CHANDRA MAHANTA

01/03/1956

Permanent Account Number
AMLPM4403G

Hari Prasanna Mahanta
Signature



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AIQPM3790D



नाम / NAME
DEBA PRASANNA MAHANTA

पिता का नाम / FATHER'S NAME
PRAFULLA CHANDRA MAHANTA

जन्म तिथि / DATE OF BIRTH
01-03-1952

हस्ताक्षर / SIGNATURE



[Signature]
आयकर आयुक्त(सिस्टम), शिलांग
COMMISSIONER OF INCOME-TAX(SYSTEMS), SHILLONG

ADVOCATE'S IDENTITY CARD

No. 1277 GHY

Date: 01.08.2006

Name: BIPUL KUMAR HALOI

Date of Birth: 01.03.1980

Enrolment No: 905 of 2005-2006

Place: Guwahati



[Signature]
Chairman

Bar Council of Assam, Nagaland, Meghalaya, Manipur, Tripura, Mizoram, Arunachal Pradesh & Sikkim
High Court Building, Guwahati