

ञ्जञघ असम ASSAM

Admissible under Act XVI of 1908 Correctly Stamped (or exampted from stamp duity) Stamped (or exampted from stamp duity) under the Indian Stamp Act, 1893 (Act II of 1899) (Assam Amendmant) Act 2004 Schedule Fees Paid

3 (Debuty Registrar Guyvariati, Kamruo (M) DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made and executed on this the 2.7. day of May, 2016 at Guwahati by and

-BETWEEN-

I) SMT. ARUNIMA BHARALI, Wife of Late Nirajananda Bharali, II) SRI MADHURJYA ANANDA BHARALI, III) SRI NIRMALYA ANANDA BHARALI, No.II) & No.III) are sons of Late Nirajananda Bharali, No.I) to No.III) in the of Chandmari, Guwahati, residents Kamrup(Metro) Assam, IV) SMT. RUPANJANA BHARALI BARUAH, daughter of Late Nirajananda Bharali and wife of Sri Gautam Baruah, resident of Tarajan, in the district of Jorhat(Assam) and SAILAJANANDA BHARALI, son of Late Sahajananda Bharali, resident of Barowari, Guwahati, in the district of Kamrup(Metro), Assam; hereinafter called and referred to as the FIRST PARTIES / LANDOWNERS (which expression shall unless and otherwise repugnant to the context and the meaning made herein be deemed to include their legal heirs, executors, administrators, successors, attorney and assigns) of the FIRST PART.

For, AAKASH DEVELOPERS

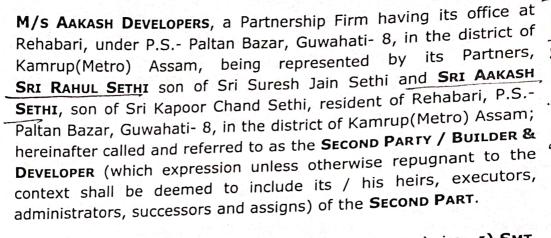
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For, AAKASH DEVELOPERS

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WHEREAS the party hereto of the First Part No.I) to IV), i.e., I) SMT. ARUNIMA BHARALI, II) SRI MADHURJYA ANANDA BHARALI, III) SRI NIRMALYA ANANDA BHARALI & IV) RUPANJANA BHARALI BARUAH are the absolute owners and possessors of a plot of land measuring 1(One) Bigha 8.97 Lechas covered by Dag No.842 of K.P. Patta No.559(Old) / 584(New) of Village- Sahar Guwahati, Part- VII, under Mouza- Ulubari, Guwahati, in the district of Kamrup(Metro) Assam and the Party hereto of the First Part No.v) SRI SAILAJANANDA BHARALI own and possess a plot of land measuring 1(One) Bigha 4(Four) Kathas 10.67 Lechas covered by Dag No.817 of K.P. Patta No.559(Neω) — of Village- Sahar Guwahati, Part- VII, under Mouza- Ulubari, Guwahati, in the district of Kamrup(Metro) Assam altogether 2(Two) Bighas 4(Four) Kathas 19.64 Lechas, which has been more particularly and fully described in the Schedule- A below.



AND WHEREAS the party hereto of the First Part No.1) to IV) have decided to enter into a Developer Agreement in respect of a plot of land measuring 1(One) Bigha 8.97 Lechas covered by Dag No.842 of K.P. Patta No.559(Old) / 584(New) of Village- Sahar Guwahati, Part- VII, under Mouza- Ulubari, Guwahati, in the district of Kamrup(Metro) Assam and the party hereto of the First Part No.v) has decided to enter into a Developer Agreement in respect of land measuring1(One) Bigha 2(Two) Kathas 0.67 Lechas out of his total land measuring 1(One) Bigha 4(Four) Kathas 10.67 Lechas covered by Dag No.817 of K.P. Patta No.559(New) _____ of Village- Sahar Guwahati, Part- VII, under Mouza- Ulubari, Guwahati, in the district of Kamrup(Metro) Assam with the Second Party / Builder & Developer under certain



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terms and conditions and the Second Party / Builder also interested for constructing an multistoried buildings over the said plot of land, has discussed the matters and things including the terms and conditions with the First Parties. The land measuring 2(Two) Bighas 2(Two) Kathas 9.64 Lechas is more particularly and fully described in Schedule- B below and appended herein after as "the said plot of land" for the sake of brevity.

AND WHEREAS both the parties being interested, the Builder at the request of the First Parties / Landowners has agreed to the proposal of the Landowners to build multistoried building(s) over the said plot of land under the terms and conditions contain in this agreement.

AND WHEREAS both the parties have further decided to reduce those agreed terms and conditions into writing in the form of these present as to avoid any future doubt and discrepancies between the parties.

Now This Deed Of Agreement Is Witnesseth As Follows:-

- 1. That the First Parties / Landowners shall deliver and handover the vacant and khas possession of the said plot of land under their possession unto the Second Party / Builder on the date of execution of this deed. Both the parties hereto have entered into this agreement purely on contract and nothing contained herein shall be deemed to construe as partnership between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.
- 2. That after taking khas possession of the said plot of land on execution of this deed of Agreement, the Second Party / Builder shall remove the existing buildings, structures that is standing over the said plot of land at their own cost and expenses and shall duly comply with the legal formalities for the purpose as and when required. The remnants and / or remains of the structures on the said plot of land being the property of the Second Party / Builder, shall be removed and cleared after demolition by the Second Party / Builder. But if the First Parties / Landowners are interested in the existing structure and remains, the First Parties / Landowners shall remove the existing buildings, structures that are standing over the said plot of land at their own cost and expenses.

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3. That the First Parties / Landowners after execution of this deed of Agreement shall also execute an IRREVOCABLE GENERAL POWER OF ATTORNEY in favour of the Second Party / Builder authorizing them only to obtain the building permissions, development of the land, start the construction of the building and to enter into agreement of sale with the prospective buyers of the flat and do all lawful acts, deeds and things that are required to be done for the purpose of constructing the building(s). However, the said IRREVOCABLE GENERAL POWER OF ATTORNEY shall not empower or authorize the Second Party / Builder to sell the said plot of land or any part thereof to any individual and / or organization until full payments have been done, but the Second Party / Builder can enter into agreements of sale with the prospective buyers of the flats out of Builder's Allocation. Similarly, the prospective buyers of flats out of the Builder's Allocation shall have the right to mortgage their flats along with the proportionate share of land to any bank, financial institutions to secure any loan.

4. That the Second Party / Builder shall apply and get the building plan / permission renewed from the competent authorities and the Builder at its own cost and expenses shall construct the buildings as per the permission granted by the Competent Authority. The proposed building(s) as per the approved drawing / plan shall be constructed by the Second Party / Builder on the said plot of land and such construction shall be completed in all respects within a stipulated period of 5(Five) years from the date of obtaining the unavoidable of case However, in permissions. circumstances and unwanted situations, the extension of time may be considered by mutual understanding.

5. That notwithstanding anything contained in this deed and the IRREVOCABLE GENERAL POWER OF ATTORNEY to be executed by the First Parties / Landowners in favour of the Second Party / Builder and delivery of possession of the said plot of land, no action of the Second Party / Builder or their agents, servants, nominees shall in any way fasten or create any financial or other liabilities of any kind whatsoever to and / or upon the First Parties / Landowners.

6. That the boundary walls on all sides of the said plot of land for the purpose of demarcating the said land and to ascertain the area of the land shall be erected by the Second Party / Builder.

For, MAKASH DEVELOPERS Robust Lifty

- 7. That the Second Party / Builder shall provide at its / their own cost water- pump, deep tube-well, storage tank, over- head reservoirs, supply, sewerage systems with underground septic tank, electric wiring, permanent electrical connection, water connection, lift facility, and drainage system etc. for proper use and enjoyment of the building(s).
- 8. That it is further agreed by and between the parties that whatever profit or loss on constitution and sale of Flat(s) with the proportionate share in land, shall completely vest with the Builder and not in any way with the First Parties / Landowners but in lieu of the land provided by the Landowners with a right to sell the proportionate share of land along with Super Built Up Area with the said Irrevocable General Power of Attorney, shall provide the following to the First Parties / Landowners in the land as under:
- A) The Second Party / Builder will provide 9(Nine) Flats having Super Built Up Area measuring in total about 12,000 Sq. Ft. comprised in 9(Nine) Flats of the approved plan & permission to the First Parties / Landowners to be constructed over the said plot of land including proportionate car parking space on the said building together with right, title and interest in common and amenities.
- B) In addition to the aforesaid flats, the Second Party / Builder shall also pay an amount of Rs.1,00,00,000/- (Rupees One Crore) only to the Landowners besides the aforesaid 9(Nine) Flats having Super Built Up Area 12,000 Sq. Ft. comprised in 9(Nine) Flats towards the Landowners Allocation against the land to be given by the Landowners to the Builder for construction of building. The aforesaid amount shall be paid in the following manner:
 - i) An amount of Rs.20,00,000/- (Rupees Twenty Lacs) only by cheques shall be paid at the time of execution of this deed of agreement. The details of which are below:

For, AAKASH DEVELOPERS.

Robert S. A. Partner

An amount of Rs. 4,00,000/- (Rupees Four Lacs) only in favor of SMT. ARUNIMA BHARALI vide Cheque No. 041591 dated 27/05/2016 of Axis Bank Ltd., Paltan Bazar Branch, Guwahati, shall be paid at the time of execution of this deed of agreement.

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- An amount of Rs. 4,00,000/- (Rupess Four Lass) only in favor of SRI MADHURIYA AHAHDA BHARALI vide Cheque No. 041592 dated 27/05/2016 of Axis Bank Ltd., Paltan Bazar Branch, Guwahati, shall be paid at the time of execution of this deed of agreement.
- An amount of Rs. 4,00,000/~ (Rupees Four Lacs) only in favor of SRI NIRMALYA ANAHDA BHARALL vide Cheque No. 041593 dated 27/05/2016 of Axis Bank Ltd., Paltan Bazar Branch, Guwahati, shall be paid at the time of execution of this deed of agreement.
- An amount of Rs. 4,00,000/= (Rupees Four Lacs) only in favor of SMT. RUPANJANA BHARALI BARUAH vide Cheque No. 041594 dated 27/05/2016 of Axis Bank Ltd., Paltan Bazar Branch, Guwahati, shall be paid at the time of execution of this deed of agreement.
- An amount of Rs. 4,00,000/- (Rupees Four Lacs) only in favor of SRI SAILAJANANDA BHARALI vide Cheque No. 041595 dated 27/05/2016 of Axis Bank Ltd., Paltan Bazar Branch, Guwahati, shall be paid at the time of execution of this deed of agreement.
- ii) An amount of Rs.80,00,000/- (Rupees Eighty Lacs) only by cheque shall be paid at a mutually agreed date.
- C) The remaining portion called the Builder's Allocation of the proposed multistoried building constructed over the said plot of land, after conceding the Landowners Allocations of 9(Nine) Flats having Super Built Up Area measuring 12,000 Sq. ft., shall be the Builder's Allocation together with proportionate right, title and interest and the Second Party / Builder shall be entitled to deal with the same as per their use and enjoyment and can enter into sale agreements with the prospective Purchaser(s).

FOR AAKASH DEVELOPERS

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- 10. That the said IRREVOCABLE GENERAL POWER OF ATTORNEY to be executed by the First Parties in favor of the Second Party, will also empower or authorize the Second Party / Builder to sell the said plot of land or part thereof to an individual or organization, in any capacity, but only after the outstanding amount of Rs.80,00,000/-(Rupees Eighty Lacs) only is paid to the First Parties / Landowners. And as soon as the above outstanding dues are cleared, the First Parties / Landowners will execute another IRREVOCABLE GENERAL POWER OF ATTORNEY in favour of the Second Party / Builder / Developer empowering and authorizing the Builder to sell /pledge the said plot of land or part thereof to any individual or organization, Banks or Financial Institution and also execute final sale deeds with the prospective flat buyers.
- 11. That after deduction of the Landowners Allocation and including the cheque component in the proposed building whatever will remain the same shall be known as Builders' Allocation of which the Second Party / Builder shall be exclusive owner. Be it stated for clarification that the Second Party / Builder being the absolute owner of the Builder's Allocation shall have the legal right to sale or transfer or otherwise dispose of the Builders' Allocation at their own discretion, together with proportionate share of the land and right to use the "Common Areas".

For, AAKASH DEVELOPERS

Partner

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Partner

For, AAKASH DEVELOPERS

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12. That it is hereby expressly agreed by and between the parties hereto that it shall be the responsibilities of the Second Party / Builder to defend all suits, proceedings, actions which may arise in the course of construction of the building. However, the First Parties / Landowners shall be responsible for any litigation in respect of the ownership right of the said plot of land.

13. That the Second Party / Builder shall keep the First Parties / Landowners indemnified against all Third Party claims and actions which may arise due to any sort of act of omission and commission

on the part of the Second Party / Builder.

14. That the Second Party / Builder shall not be considered to be liable to their obligations mentioned in this deed if their performance of the obligations are prevented by the existence of the "Force-Majeure" which shall mean earthquake, riot, war, civil commission tempest.

- 15. That after delivery of the Khas Possession of the land by the First Parties / Landowners to the Second Party / Builder it shall be the responsibilities of the Second Party / Builder to pay all taxes, rates, electricity charges etc. pertaining to the said land till the physical possession are handed over to the flat owners and to the First Parties / Landowners.
- 16. That the Second Party shall fully follow the mutually decided payment schedule and if the Second Party defaults on its payments then the First Parties shall have the right to cancel this agreement and to forfeit 10% of token amount on cancellation of this agreement.

Also, if this agreement is cancelled due to default in payment from the Second Party, the First Parties shall not pay the expenses incurred by the Second Party on the development of land. But if this agreement is cancelled by the First Parties / Landowners, and/or due to defect in title of the land, in such case the First Parties shall pay in full the expense incurred by the Second Party on development of land and shall return the token amount together with interest and damages.

17. That the Second Party / Builder can enter into agreements with prospective purchasers for sale of units / floors / flats of the buildings to be constructed together with proportionate share in land. However any sale deed with purchasers shall be executed only after clearing full payment of the First Parties / Landowners.

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18. That the matters relating to and arising out of this deed of Agreement shall be legally enforceable by or against the First and Second Party and through their successors-in-interest.

19. That the First Parties / Landowners have agreed to pay the maintenance charges relating to the Landowner's Allocation either to the Second Party / Builder or to the association / society as and when it will be formed, as per the prevailing law and practices immediately from the date of taking possession of their share in

the proposed construction.

20. That the First Parties / Landowners shall sign all papers and supply documents as and when required by the Second Party / Explain the Second Party / Ex Builder for the expeditious completion of the construction and shall co-operate with the Second Party / Builder in all respect for the purpose for which this deed of Agreement is made / executed.

21. That the First Parties / Landowners hereby agree with the Second Party / Builder to allow, permit the prospective buyers of the flats to mortgage their Flats / Apartments / Space along with the proportionate share of land in favour of any financial institutions, Banks, LIC, Housing Finance Limited etc. for availing loans / financial assistance.

Ninde art plat 22. That the First Parties / Landowners shall sign all papers and expeditious supply documents as and when essential for completion of the proposed buildings. The First Parties / Landowners will hand over one set of xerox copies of all the land documents to the Second Party / Builder at the time of execution of this agreement and the First Parties shall hand over all original land papers to the Second Party at the time of final payment and shall produce the original copies as it shall be required by second party for obtaining any permission, etc. as the need may be.

23. That it is hereby agreed between the parties that dispute and including differences which may arise between the parties interpretation of any of the Clauses of these presents and whatsoever touching to the Developer Agreement, shall be referred to the Arbitration or Arbitrators (or Umpire as the case may be), one to be appointed by each of the party in difference or if agreed this to a single Arbitrator, and that such Arbitrators shall, before proceeding with the reference, appoint an Umpire. The decisions of the Arbitrators and / or Umpire as the case may be, shall be final and binding between the parties thereof. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996

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24. That the First Parties / Landowners shall co-operate with the Builder / Second Party in successful completion of the project

25. That the defaulting parties, in case of any breach of any term and condition herein mention shall be liable for damage apart from any relief under the law in force.

26. That the 'Terms' and 'Terminologies' mentioned in this deed are specifically described in the Schedule-"C" below in order to avoid any ambiguity, intricacy in future. The Schedules- "A", "B" and "C" attached herewith are integral part of this agreement.

SCHEDULE- A OF THE LAND

All that the piece and parcel of a plot of land measuring 1(One) Bigha 8.97 Lechas covered by Dag No.842 of K.P. Patta No.559(Old) / 584(New) and land measuring 1(One) Bigha 4(Four) Kathas 10.67 Lechas covered by Dag No.817 of K.P. Patta No.559(Na) ------ both of Village- Sahar Guwahati, Part- VII, under Mouza- Ulubari, Guwahati, in the district of Kamrup(Metro) Assam, altogether 2(Two) Bighas 4(Four) Kathas 19.64 Lechas which is butted and bounded by:

NORTH : Guna Tamuli Phukan EAST : Shiva Ram Road

SOUTH : Niraj Kakoti/ Gyanashram Apt. WEST : Gyanashram Apt. /Fortune Tower

SCHEDULE- B OF THE LAND

All that the piece and parcel of a plot of land measuring 1(One) Bigha 8.97 Lechas covered by Dag No.842 of K.P. Patta No.559(Old) / 584(New) and land measuring 1(One) Bigha 2 (Two) Kathas 0.67 Lechas covered by Dag No.817 of K.P. Patta No.559(Neω) _____, both of Village- Sahar Guwahati, Partunder Mouza- Ulubari, Guwahati in the district Kamrup(Metro) Assam altogether 2(Two) Bighas 2(Two) Kathas 9.64 Lechas which is butted and bounded by:

RAKASH DEVELOPERS

NORTH

: Guna Tamuli Phukan

EAST SOUTH

: Shiva Ram Bora Road

: Shailajananda Bharali

WEST : Gyanashram Apartment

FOR AAKASH DEVELOPERS

Partner

Raling Seffin Partner

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(MEANING OF THE TERMS AND CONDITIONS MENTIONED AND USED IN

1. FIRST PARTIES / Landowners- means and includes persons namely ::
I) SMT. ARUNIMA BHARALI, wife of Late Nirajananda Bharali, II) SRI
MADHURJYA ANANDA BHARALI, III) SRI NIRMALYA ANANDA BHARALI,
NO.II) & NO.III) are sons of Late Nirajananda Bharali, IV) RUPANJANA
BHARALI BARUAH, daughter of Late Nirajananda Bharali and wife of
Sri Gautam Baruah and V) SRI SAILAJANANDA BHARALI, son of Late
Sahajananda Bharall, who are the executants of this deed and their
legal heirs, executors, administrators, etc.

2. Second Party / Bullder- means and includes M/s AAKASH DEVELOPERS, a Partnership Firm, represented by its Partners, I) SRI RAHUL SETHI, son of Sri Suresh Jain Sethi & II) SRI AAKASH SETHI, son of Sri Kapoor Chand Sethi and the legal heirs and successors of

the Firm.

3. Said plot of land- means and includes the land described in Schedule- "B" of this deed.

- 4. Building- means and includes the common building comprising of several independent flats suitable for using each flats as individual residential house to be constructed at the said land by the Second Party / Builder in accordance with the plan to be approved by the Guwahati Metropolitan Development Authority / Guwahati Municipal Corporation.
- 5. Landowners' Allocation- means and includes 9(Nine) Flats having Super Built Up Area measuring 12,000 Sq. Ft. (approx.), comprised in 9 (nine) Flats along with 9(Nine) Car Parking spaces and Rs.1,00,00,000/- (Rupees One Crore) only.
- 6. Builders' Allocation- means and includes all the flats and car parking areas which shall remain in the hand of the Second Party / Builder after handing over the physical possession of the Landowners' Allocation.

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Partner

For, AAKASH DEVELOPERS

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IN WITNESS WHEREOF the parties hereto of the First Part and the Second Part have put their respective hands and seal unto this DEED OF AGREEMENT in sound mind and in good health on this the 2.7th, day of May, 2016 at Guwahati in presence of the following

WITNESSES: Achelia Manda Manda Pharelia Result.

Possawie Fr. Hohanla Pupanjana Pharelia Result.

Possawie Fr. Hohanla Pupanjana Pharelia Result.

Possawia Paralia Paralia.

Saroweni Ozarbaja Sailajananda Poharelia.

Currente - Jeros Jaros Jaros

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SIGNATURE OF THE FIRST PARTIES

Advocate, Euwahati

SIGNATURE OF THE SECOND PARTY

Ralud S. Min Partner

For, AAKASH DEVELOPERS Racut Sath.

Partner

FOR AAKASH DEVELOPERS

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