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28AA 49815

M/s Brahmaputra Corporation

Partner

Bibek Sen

MEMORANDUM OF AN AGREEMENT TO CONSTRUCT RESIDENTIAL BUILDING

This DEED OF AGREEMENT is made on this ...^{8th} day of September, 2019 at Guwahati.

-BETWEEN-

(1) **SHRI ABHOY BARUAH** aged 75 years s/o Late Amulya ch. Baruah, Azara Boripara, P.O. office and PS: Azara, Guwahati Kamrup(M), PIN- 781017, ASSAM, hereinafter called the **First Party/ Landlord** (which expression shall unless and otherwise contrary or repugnant to the context and meaning made herein, includes his heirs, successors, assignees and representatives) the **FIRST PART.**

M/s Brahmaputra Corporation

Partner

Rajiv Banerjee

-AND-

M/S Brahmaputra Corporation a partnership firm, having its office at Probir Market, 2nd Floor, Paltan Bazar, Guwahati-781008 P/S- Paltan Bazar, in the district of Kamrup(M), Assam represented by its Partner 1) **Sri Dilip Kumar Bose**, S/o. Late Nalini Ranjan Bose Permanent resident of # 77, 2/C, D. R. PALACE, Lachit Nagar Main Road, Ulubari, Guwahati - 781007 2) **Sri Rajiv Banerjee**, S/o. Narayan Banerjee, Permanent resident of F-2, First Floor, Shivan Niyas, Shantiram Das Path, P.O. - Rehabari,

M/s Brahmaputra Corporation

Partner

Dilip Kumar Bose

M/S BRAHMAPUTRA CORPORATION

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Rajiv Banerjee *Abhoy Baruah*

PARTNER

P.S. – Paltan Bazar, Guwahati – 781008 3) **Sri Bibek Sen**, S/O Sri. Bijoy Sen, resident of Flat No. B4 “Beena Enclave” Jyotirupa Path Nayanpur Road Ganeshguri Guwahati-781006, in the District of Kamrup, Assam, herein after called the Second Party / Developer / Builder (Which expression shall unless and otherwise contrary or repugnant to the context and meaning made herein, includes her respective heirs, successors, assignees and representatives) of the **SECOND PART**.

Whereas, the **First Party/Landlord** is the owner of a plot of land measuring **4Katha 4 Lecha** covered by **Dag No. 868** under **Kheraj Myadi Patta No.- 221** of Village – **Azara, Mouza Ramchrani**, in the district of Kamrup, Assam.

AND whereas the **FIRST PARTY** is desirous of constructing a multistoried R.C.C. building on land measuring **4Katha 4Lecha** and the First Party has proposed the second party /developer to construct a multistoried R.C.C. building on the aforesaid plot of land. The developer has agreed to the proposal of the land owners/first party to build a multistoried R.C.C. building thereon and thus both the parties have entered into this agreement on the following terms and conditions:-

Now therefore, it is hereby agreed by and between both the parties hereto as follows:-

1 That the Second Party/Developer at their own cost shall construct and complete a multistoried building on the plot of land with all modern facilities including common facilities in accordance with approved plan and drawing as per norms of the competent authority and do the construction as an independent contractor;

2. After mutual consent and discussion the Second Party has agreed to give the First Party the following part of Owner's allocation :-

- a) 32% of the total Super Built up area of the proposed building along with one specific car parking space for each flat to be raised by the Land Lords out of the total Super built up area of 32% of the proposed building as the part of owner's allocation.

3. That the Second Party/Developer shall construct the building in conformity with the ISI specification with standard quality and that the building materials interior & exterior etc. shall be of branded companies like – SRMB/Sail/Durgapur make TMT Bars and cement like- Topcem, Max, SBM, Suraksha, Star etc. subject to availability. To ensure strong foundation of the aforesaid proposed building and considering that Assam is highly seismic zone, necessary structural precaution as per ISI standards will be taken by the Second Party.

4. That the Second Party/Developer will construct the said multistoried building and the building shall be named as “**ABHOY NILIMA ENCLAVE**”.

5. That the building should be constructed and completed by the developer for the residential purpose preferably with all modern and proper facilities and fittings.

6. That the Second Party/Developer shall be responsible to provide at its own cost water pump storage tank, over head reservoirs/Individual Tank, sewerage systems with underground septic tank, drainage system, including boundary wall and gate, required for construction and enjoyment of the habitants of the proposed building.

M/S BRAHMAPUTRA CORPORATION

Rajw Banerjee
PARTNER

Abhaya Bodhacharya

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M/s Brahmaputra Corporation

Bibek Sen

M/s Brahmaputra Corporation

Rajw Banerjee

M/s Brahmaputra Corporation

Dilip Kumar Barua

7. That, the physical possession of the above mentioned flats (mentioned in clause 2 above) to be handed over to the First Party shall be constructed and completed within 48 months from obtaining the building permission N.O.C from GMDA/Panchayat Authority/Concerned Development Body, provided the construction project is not restricted by any natural calamities, incessant rainfall, riots & shortage of building materials etc. and for any further extension of the time limit for the completion of the building extra understanding will be done with the 1st party.

8. That the First Party with execution of this agreement shall execute a General Power Of Attorney in favour of the builder empowering and authorizing the developer to do and execute all and any of the lawful acts, deeds and things of the said building and also the developer will be empowered and authorized to exercise all power in respect of the said building for the smooth construction. However this General Power Of Attorney will empower or authorize the Developer to sell the undivided proportionate share of land, in any capacity, except the prospective share of proportionate Land and flat/unit/space to be allotted to the owners / First Party of the building. is further agreed by and between the parties that whatever profit or loss on construction and sale of Flats with the proportionate share of land shall completely vest with the developer and not in any way with the First Party.

9. That the owner shall authorize and empower the Developer to sell, transfer, allot and/or disposed off the developer's allocation of the flat in public. If the developer's allocation of the Flats/Units are transferred and/or sold and/or allotted will have both the possessors and ownership title and interest over said flat/unit thus transferred, allotted and sold by the developer and regarding the same the first party would not be entitled to interfere.

10. The construction work will be start by the Second party within one month of the vacation said plot of land by the Land Owner.

11. Notwithstanding grant of Power Of Attorney by the owner in favour of the Developer/Second Party (for construction of multistoried R.C.C Building) or its nominee or nominees and delivery of possession of the said premises no action of the 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 owner.

12. The First Party shall raise no objection if any additional building permission in form of vertical extension is applied on the roof in the future by the Second Party. However, one office/servant unit of temporary structure will be constructed on the roof/ground floor/parking area by the Second Party for the exclusive use of the Second Party. The subsequent roof after any extension made by the Second Party of the proposed building will be used as the common space for all the habitants.

13. The First Party assures the Second Party that the said Plot of Land is approachable by a 20-22ft wide road connected to the main road. The First Party also agrees that all neighbourhood together shall arrange to remove the RCC post fixed on the middle of the road to allow entry of heavy vehicles to be used for construction work in the said plot of land.

14. That the First Party hereby promises to the second party that in case of construction work cannot be started or continued by the Second Party and has to abandoned the work for 20-22ft approach road to the said plot of land of the First Party is not made free from any obstruction of any kind, stay order issued by the Government and/or other competent authority/Honourable Court or Authorities/due to any litigation/defect in title or for any reasons or act of God beyond the control of the second party, or stay order by any Third Party against the First Party (Land

M/S BRAHMAPUTRA CORPORATION

Rajiv Dandya
PARTNER

Abhay Bhatnagar

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M/s Brahmputra Corporation

Bibek Sen

Rajiv Dandya
Partner

Dilip Kumar

Owner), the money given in consideration to the First Party to be refunded in full to the Second Party within 6(six) months from the date of demand sent by the Second Party due to any of the above reasons, along with the expenses incurred by the Second Party till such time of abandoned the idea of starting/continuing the Project.

15. The original land document will be kept under the custody of the Second party till completion of the Construction of the proposed building for documentation purposes of the proposed purchaser of the Flat/Unit's. The original land documents will be handed over to the First Party after completion of the Construction of building.

16. That the Second Party with the consent of the First Party shall be at liberty to sell/mortgage/lease or let out the residential flats, car parking space and/or constructed space upon the SCHEDULE land falling in their share to any prospective purchaser/Bank/Financial Institution except Land Owner part.

17. That if any dispute arises between the parties regarding the same, it would at first referred to an arbitrator who would be a witness to this Deed of Agreement.

18. That in no circumstances the design of the flats/units will be changed without prior consultation of the project Architect/Consultant and any internal changes of land owner's part will be made with consultation to the project Architect/Consultant.

19. That for any local issue/disturbances/untoward incident during construction works, it is agreed by the first party to handle & solve all such problems (if any arises) mutually with the 2nd Party.

20. That the first party assures the second party that the said plot of land is free from all encumbrance and none but they are the absolute owners and title holders over the said plot of land. However, if anybody raise any valid claim / charges / ownership over the said plot of land, such claim would be settled against the part of owner's / First party's allocation without disturbing the part of developer's allocation.

21. The Power Breakup/DG Set for common areas shall be provided with equal contribution, to be recovered from the respective Flat Owners/Units, except Land owner.

22. That One(1) Lift will be provided of Nova/Fast Track or similar with M.S. Collapsible gate.

23. That the Specification of flat which will be allotted to the First Party/Land owner will be as follows :

Water Source :-

Overhead common tank (preferably PVC/individual tank per flat with motorized deep tube-well) will be provided.

Floor :-

Floors of all rooms, will be finished with vitrified floor tiles (of size 2'x2'). Bedrooms, living room, dining room, toilets and kitchen will have Putty and Primer coat except the balcony which will have synthetic/enamel paint. The common areas like staircase, lobby, etc. will be provided with granite slabs.

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Rajiv Banerjee
PARTNER

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Bibek Sen

M/s Brahmaputra Corporation

Rajiv Banerjee

M/s Brahmaputra Corporation

Dilip Kumar
Partner

Bathroom Floor of bathrooms will be fitted with of size 10"x15"anti skid tiles. White glazed tiles up to 7 ft height will be provided. It will have white sanitary wares of standard fittings- both European type W.C will be provided.

Kitchen Kitchen will have steel sink and slab will have granite finishing and white glazed tiles (of size 10'x15') will be fitted over the kitchen slab up to a height of 2.5 ft. Kitchen flooring will be vitrified tiles of size 2'x 2'. Geyser point will be provided in the toilet attached to the master bedroom.

Doors & Windows :-

Doors, WPC (Wood Polymer Composite) frame with flush doors and sliding windows of aluminum frame with glazed shutter will be provided. MS Grill will be provided in balcony (half Grill to a height of 4' wherever required.

Electrification :-

Electrical wiring in each flat/unit will be concealed in nature, having copper wire, branded switch and socket and one power point will be provided. The brands would be like good quality ISI brand etc. Main line connection from ASEB to each flat will be provided. The expenses incurred for load sanction and installation of transformer, lines with accessories as per requirement of local sanction authority shall be borne by the flat owners except the first party, proportionate to the area of space to be occupied by them. A.C point will be provided in master bedroom only.

SCHEDULE OF THE LAND

Land measuring 4Katha 4Lechas, covered by Dag No. 868 under Kheraj Myadi Patta No.- 221 of Village - Azara, Mouza- Ramchrani, in the district of Kamrup, Assam., which is bounded by:-

NORTH	- Land of Aboni Baruah
SOUTH	- Land of Bhupen Baruah and Girish Baruah
EAST	- Amulya Baruah Path
WEST	- Land of Smti Nilima Das

M/S BRAHMAPUTRA CORPORATION

Rajiv Danyel
PARTNER

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Abhinav Boruah

M/s Brahmaputra Corporation

Bibek Sen

M/s Brahmaputra Corporation

Rajiv Danyel
Partner

M/s Brahmaputra Corporation

Dilip Kumar Barua
Partner

IN WITNESS WHEREOF the First Party and the Second Party/ Developer have put their respective hands without any duress, coercion from any corner on this 8th day of September, 2019 at Guwahati.

WITNESSES:

1. *Abhay Baruah*
W/O ABHOY BARUAH

Abhay Baruah
SIGNATURE OF FIRST PARTY/ LANDLORD



2. *Mrs. Pranali Bezbaruah*

SIGNATURE OF SECOND PARTY/ DEVELOPER

D/O Sri Abhoy Baruah

M/s Brahmaputra Corporation
Dilip Kr. Bose
Partner

3. *Queen Baruah*

D/O Abhay Baruah

1. (Dilip Kr. Bose)

M/s Brahmaputra Corporation
Rajiv Banerjee
Partner

2. (Rajiv Banerjee)

3. (Bibek Sen)

M/s Brahmaputra Corporation
Bibek Sen
Partner



M/S BRAHMAPUTRA CORPORATION

Rajiv Banerjee
PARTNER

আয়কর বিভাগ
INCOME TAX DEPARTMENT
ABHAY BOROOAH
AMULYA BOROOAH
02/02/1945
Permanent Account Number
AAYPB8675L
Signature
07062014

भारत सरकार
GOVT. OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
DILIP KUMAR BOSE
NALINI RANJAN BOSE
01/03/1968
Permanent Account Number
ACNPB4178M
Signature

भारत सरकार
GOVT. OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
BIBEK SEN
BIJOY SEN
12/06/1985
Permanent Account Number
BFWPS4138B
Signature

भारत सरकार
GOVT. OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
RAJIV BANERJEE
NARAYAN BANERJEE
03/04/1979
Permanent Account Number
AJKPB4208L
Signature

भारत सरकार
GOVT. OF INDIA

ভাৰতীয় নিৰ্বাচন আয়োগ
ELECTION COMMISSION OF INDIA
LQZ2056180

ভাৰতীয় নিৰ্বাচন আয়োগ
ELECTION COMMISSION OF INDIA
ELECTOR PHOTO IDENTITY CARD
LQZ1948216

ভোটার নাম / Elector's Name
কুইন বরুয়া নাথ
KUIN BARUA NATH
সম্পর্কিত ব্যক্তির নাম / Relation Name
কমল কুমার নাথ
KAMAL KUMAR NATH

M/S BRAHMAPUTRA CORPORATION
Pranali Bejabaruwa
PARTNER
ভোটার নাম / Elector's Name
প্রণালী বেজবরুয়া
PRANALI BEJABARUWA
সম্পর্কিত ব্যক্তির নাম / Relation Name
ধীরাজ বেজবরুয়া
DHIRAJ BEJABARUWA

आयकर विभाग
INCOME TAX DEPARTMENT
NAYANJYOTI DAS
RABINDRA NATH DAS
01/12/1983
Permanent Account Number
AOBPD5053P

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