

13470

2

10042



असम ASSAM

Admissible Under Act XVI of 1908 Correctly

32AA 621179

AGREEMENT FOR DEVELOPMENT OF LAND

Under the Indian Stamp Act 1899 (Assam Amendment) Act 2004 Schedule

THIS AGREEMENT FOR DEVELOPMENT OF LAND is made on this
 21st day of October, 2020 at Guwahati.

Sr. Sub-Registrar

Kamrup, Guwahati

SRI BANI KANTA PATHAK S/O- Chandi Charan Pathak and Smti **DIPIKA CHOUDHURY W/O** Bani Kanta Pathak residence Tolstoy Marg Road, Hathigaon, Dispur- Guwahati-6, in the District of 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**.

Chandi Charan Pathak
Bani Kanta Pathak
Prakash Rupani

267. Dt. 20 NOV 2019
 Sl. No. Name of Purchaser
 Address

Signature
 Nripendra Meoni
 Stamp Vendor
 D.C. Office Camrup
 Kamrup, (Metro) Guwahati
 L. No. KPE/28/2006/PL/2835-39

Presented for Registration
 at A. (for P.M.)
 on the 21st day of Nov 2020
 in the Guwahati Sub-Registrar
 Office (or elsewhere) by
 Applicant (claimants)

Sr. Sub-Registrar
 Kamrup (Metro) Guwahati
 21.10.2020
 04.11.2020

Bani Kanta Pathak

Execution of ad. E.O. p. 4
 done in Bani Kanta
 Pathak (2) Dipika
 Choudhary 3) Prakash
 Rupani

Identified by Bani Kanta Pathak
 Son of
 Village Mouza
 P.S. District
 Profession
 21.10.2020

Sr. Sub-Registrar
 Kamrup Metro, Guwahati

21.10.2020

01

Bani Kanta Pathak

02

Dipika Choudhary

03

Prakash Rupani

Identified by
 Nripendra Meoni

WHEREAS, the abovenamed First Party are the absolute owners and in possession of a plot of land measuring 6 (six) kathas covered by **Dag No 100** of **K.P.Patta No 125** situated at Revenue Village - GOG under Mouza - Ramcharani, under Azra 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 is 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.

Dejika Chowdhury

Rakesh Purpan

Ban'Kanta Chakraborty



- (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 Firm 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 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 Shops/Spaces/Flats/Apartments which shall be reserved for **residential purposes** only.

6. **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 12000 sq/ft (twelve thousand square foot) super built up area in the building, as the full and final settlement of the claims of the landowner under this agreement. The second party will construct for the first party a 400 sq ft superbuiltup shop in the ground floor and 2/3/4 BHK Flats (as per requirement /choice) of the first party within above 12000 sq/ft suber buildup) and the flats will be divided in each floor of the building from first floor to top floor 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.

Pipika Chowdhury

Bani Kanta Patra Mahesh Kumar

That the aforesaid plot of land does not fall under the Eco - Tourism Zone, Wet Land, Tribal Belt, Agricultural land, etc. And if the land falls under any of above zone then the first party will apply for/to convert into residential by his cost

(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.

Dipika choudhary.

Baw' Kanta Rathak Mahesh Rupan

Space Allocation of land lord 12000 (twelve thousand sq/ft) super build up area

A - 400 sq/ft (super build up) shop in the ground floor

B- Rest - residential area will be provided as - Complete 2nd Second floor (building constructed in the land of the first party) and remaining area as per the choice of the second party (builder). Total 12000 (twelve thousand sq/ft) super build up all inclusive.

6.2 That the last roof of the building to be constructed over the aforesaid land shall be under Developers position. The developer will provide separate space as per their choice to all the flat owners for drying clothes, installing antennas, and for over head water tank in the roof.

6.3 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.

6.4 That the First Party shall bear the proportionate expenses in respect of , Electric meter, and load security of all the flats which will be allotted to him as per Land owners allocation share. That the proportionate cost of transformer and generator will be paid by all customers equally who will buy flats in the afore said building.

6.5 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)

SPECIFICATION OF GOODS TO BE PROVIDED IN THE PROJECT AND FLATS :-

a. **Flooring :**

Vetrified Flooring in all rooms.

b. **Doors :**

Timber/Boiling water proof flush doors.

c. **Windows :**

Aluminum windows with clear glass.

d. **Kitchen :**

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

Dipika Chowdhury
 Rakash Rulao
 Bnu' Kanta Patgah

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. That the second party can get into agreement with any adjacent land owner and can develop multistoried building together/ attached together without hampering the interest (land owners allocation) of the first party.

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

That the last roof of the building to be constructed over the aforesaid building shall occupied by Developer. The developer will 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.

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 at the time of requirement the First party will show original land documents to competent authorities.

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,

Deepika choudhary

Prakash Kumar

Bani Rani Paddak

SCHEDULE - A

ALL THAT piece of land measuring more or less 6 (six) kathas covered by **Dag No 100 of K.P.Patta No 125** situated at Revenue Village - GOG under Mouza - Ramcharani, under Azra Revenue Circle, in the district of Kamrup (Metro), Assam Guwahati, and the land is bounded by :-

North : Road
 South : DPS school Road
 East : Land of Saifuddin Choudhury
 West : Road

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 a total of 12000 sq/ft (twelve thousand square foot) super built up area in the building, as the full and final settlement of the claims of the landowner under this agreement.

Space Allocation of land lord 12000 (twelve thousand sq/ft) super build up area

A - 400 sq/ft (super build up) shop in the ground floor

- B- Rest - residential area will be provided as - Complete 2nd Second floor (building constructed in the land of the first party) and remaining area as per the choice of the second party (builder). Total 12000 (twelve thousand sq/ft) super build up all inclusive.

Such allocation to be made by the Second Party/Developer to the First Party/Landowner shall be known as "Landowner' Allocation"

Depika Chowdhury

Rakosh Puran

Bani Kanta Debnath

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. Prasanta Haloi
S/o Lt. Prafulla ch. Haloi
Hatigaon, Sisuali Path
Ghy. 38
2. Bipul Kumar Hazra
Adv. Engr

Dipanku Chowdhury.
FIRST PARTY

- 1) Bani Kanta Pattak.
- 2) Mallesh Rupani

SECOND PARTY

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ADXPP8029J

नाम / NAME
BANI KANTA PATHAK

पिता का नाम / FATHER'S NAME
CHANDI CHARAN PATHAK

जन्म तिथि / DATE OF BIRTH
01-03-1960

हस्ताक्षर / SIGNATURE
Bani Kanta Pathak

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

भारतीय निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 ভাৰতীয় ফটাৰ চৰিচৰ পত্ৰ
 ELECTOR PHOTO IDENTITY CARD

OZN1534709

নির্বাচক নাম / Elector's Name
প্ৰসন্না হালৌ
PRASANTA HALOI

নির্বাচক পত্ৰ নং / Registration No.
৩১১১ ১১১১
PRAFULLA CHANDRA HALOI

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
AFFPR2989K

नाम / NAME
PRAKASH RUPANI

पिता का नाम / Father's Name
KISHAN CHAND RUPANI

जन्म की तारीख / Date of Birth
23/04/1973

हस्ताक्षर / Signature
P. K. Rupani

GOVT. OF ASSAM
 OFFICE OF THE DEPUTY COMMISSIONER,
 GOALPARA, (Treasury Branch)

Sl. No. 14 Date of Issue 14/09/2005

Name : Mrs. Dipika Chowdhury Pathak
 Designation : Junior Acctt. Assn.
 Date of Birth : 04-01-1962
 Identification : One Black Mark On the Forehead

Dipika Chowdhury
 Sign. of Card Holder

[Signature]
 Treasury Officer, Goalpara

Tobacco causes mouth cancer

ADVOCATE'S IDENTITY CARD

No. : 127/ GHY Date: 01.08.2006

Name : BIPUL KUMAR HALOI

Date of Birth : 01.03.1980

Enrolment No. : 915 of 2005 - 2006

Place : Guwahati

[Signature]
 Chairman

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

11168

7848



असम असम ASSAM

31AA 572864

AGREEMENT FOR DEVELOPMENT OF LAND

THIS AGREEMENT FOR DEVELOPMENT OF LAND is made on this 08th day of 08, 2019 at Guwahati.

- BETWEEN -

Md SAIFUDDIN CHOUDHURY S/O- Lt Nasiruddin Choudhury residence of Vasant Kunj Apartment, Flat No- 3E , Barthakur Mill Road, Ulubari, Guwahati-781007, 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 sole Proprietor 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.

D.R. CONSTRUCTION
Prakash Rupani
Proprietor

Saifuddin Choudhury

I reported for Registration
at 8.9.2019, M(or P.M.)
on the 20 of 20
in the Office of Sub-Registrar
office for registration of
documents.

[Signature]
Sr. Sub-Registrar
Kamrup (Metro) Guwahati
9.8.2019

11 JUN 2019
Sl. No. 1758 Date
Name

[Signature]
AKHIL DEBNATH
B.C. COURT, Ghy-1
Lic No - KPE 242005

D.R. CONSTRUCTION

[Signature]
Proprietor

Saibuddin choudhury

Identified by MoonMoon Jeka

on of Adverte
Address
P.S.
Profession

[Signature]
S. Sub-Registrar
Kamrup Metro Guwahati
9.8.2019

Execution is adwitted by

① Saibuddin choudhury

② Akash Rupani

D.R. CONSTRUCTION

[Signature]
Proprietor

Saibuddin choudhury

Identified by
MoonMoon Jeka



অসম অসম ASSAM

31AA 572897

2

WHEREAS, the above named First Party is the absolute owner and possession of a plot of land measuring 2 (two) katha covered by DAG NO- 100 (O) 697 (New) of K.P.Patta No - 125 (Old) 408 (New) situated at Village- GOG, Mouza- Ramcharani, under Revenue Circle Azra, in the district of Kamrup (Metro), Assam which is specifically described in the SCHEDULE below:-

AND WHEREAS, the First Party have agreed to allot his 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.

DR. CONSTRUCTION
Ankur Dey
Proprietor

Griffiths Choudhury

4.2 To enter into further agreement with similar or other terms with the owner of adjoining lands so that they may be able to form a compact plot of land having larger area to facilitate construction of HOUSING PROJECT of several multistoried R.C.C. buildings or R.C.C. building and for the said purpose, this recital in this deed shall always be regarded as the no objection of the First Party/ Land Owner to such separate arrangements, which the Second party/ Developer may enter into with owner of adjoining plots of land and if any objection is raised by the First Party/ Land Owner or any person claiming under or through him, the same shall be void and nullified on the strength of this recital

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 3 years from the date of obtaining building permission from the concern authorities i.e. GMC, GMDA or Gaon Panchayat 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 03 (three) numbers of flat. The allotment of flats will be as follows

- 1) Flat no-1 - Second Floor, 3 BHK - 1200 SQ/FT SUPERBUILTUP (aprox) Front side (north) Road side
- 2) Flat no-2 - 2 BHK - 900 SQ/FT SUPER BUILT UP (aprox) (1st Floor)
- 3) Flat no-3- 2 BHK- 900 SQ/FT SUPERBUILT UP (aprox) (~~top floor~~) [3rd floor]

In the building, which will be approved by GMDA/ GMC or Gaon Panchayat as the full and final settlement of the claims of the landowner under this agreement. The second party will provide three numbers of car parking also. 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 last roof of the building to be constructed over the aforesaid land shall be owned and occupy by the developer only and the second party will provide separate space for all flat owners, as per his choice, for drying clothes, installing antennas, and for over head water tank in the roof.

Sajjadul Choudhury

D.P. CONSTRUCTION
Rohash Khatun
Proprietor

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 2 (two) kathas covered by DAG NO- 100 (O) 697 (New) of K.P.Patta No - 125 (Old) 408 (New) situated at Village- GOG , Mouza- Ramcharani, under Revenue Circle Azra, in the district of Kamrup (Metro), Assam, and the land is bounded by :-

North : Road
 South : DAG NO-101
 East : Land of Lalita Das/ W/O Lt Dhiren Das
 West : Dag no-- 100

SCHEDULE - B

(Description of Landowners Allocation)

That the Landowners Allocation are as follows :

- (a) In consideration of the agreement stated herein the Second Party/Developer shall allot to the First party 03 (three) numbers of flat in the proposed building
- 1) Flat no-1 - Second Floor, 3 BHK - 1200 SQ/FT SUPERBUILTUP (aprox) Front side (north) Road side
 - 2) Flat no-2 - 2 BHK - 900 SQ/FT SUPER BUILT UP (aprox) in the 1st Floor
 - 3) Flat no-3- 2 BHK- 900 SQ/FT SUPERBUILT UP (aprox) in the ~~top floor~~ [3rd floor]

Along with three numbers of car parking, (parking will be fixed by the society on lottery basis) as full and final settlement of the claims of the landowner under this agreement.

Saifuddin Chowdhury

D. R. CONSTRUCTION
 Rakash Purnan
 Proprietor

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.

D. R. CONSTRUCTION

Inakshi Gupta

Proprietor

WITNESSES :-

FIRST PARTY

1. *Moon Moon Deka*
Advocate.

Saifuddin Choudhury.

SECOND PARTY

2. *Dharmendra Deka.*
Ad / clerk. Chy.

Photograph and Finger Print of all the Parties

Document Deed Type : AGREEMENT
Document Registration Type : Office
Document Reference No. 11168/2019

Picture	Name	Party/Witness Type	Thumb	Index	Middle	Ring	Little
	MD SAIFUDDIN CHOUDHURY	1st party					
	PRAKASH RUPANI IN FAVOUR OF D R CONSTRUCTION	2nd party					
	MOONMOON DEKA	Drafter					
	MOONMOON DEKA	Identifier					
	MOONMOON DEKA	Witness					
	DHARMENDRA DEKA	Witness					