



असम ASSAM

271445

50
Rs. 5000
No. 1000

Admissible under Act X of 1928
Stamped for Rs. 5000 under the Indian Stamp Act 1899 (Assam Amendment Act 2004 Schedule No. 1)

Sr. Sub-Registrar
Kamrup Metro, Guwahati

Deepak Agarwal

Vinod Agarwal

Pranjal Dasgupta

Pranjal Dasgupta

Proprietor

For Adhunik Developers



DEED OF DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 27th day of February, 2023, at Guwahati, Kamrup (Metro), Assam.

- AMONGST -

1. **SRI DEEPAK AGARWALA (PAN: ABMPA8513H)**, aged about 42 years, son of Late Damodar Prasad Agarwala, resident of: - 321, Baruah Market, 2nd Floor, Fancy Bazar, P.O. & P.S.: Panbazar, in the district of Kamrup (Metro), Guwahati - 01, Assam hereinafter referred to as the "**FIRST LAND OWNER**" (which expression shall unless excluded by or repugnant to the context shall mean and include his/their heirs, successors, executors, administrators and assigns) of the **FIRST PART**;

1. DEED OF DEVELOPMENT AGREEMENT

For Adhunik Developers

Vinod Agarwal

Proprietor



Deepthi Agarwal
Vice Agent
Bhanwar Lal Dhayal
Proprietor of Adhunik Developers

For Adhunik Developers
Vice Agent
Proprietor

2. **SRI VIKASH AGARWAL (PAN: AFDPA7671M)**, aged about 40 years, son of Late Damodar Prasad Agarwala, resident of: - 321, Baruah Market, 2nd Floor, Fancy Bazar, P.O. & P.S.: Panbazar, in the district of Kamrup (Metro), Guwahati - 01, Assam, hereinafter collectively referred to as the **SECOND LAND OWNER** (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors, executors, administrators and assigns) of the **SECOND PART;**



3. **SRI BHANWAR LAL DHAYAL (PAN: ACBPD9498C)**, aged about 68 years, son of Late Ganeshram Dhayal, resident of: - A 201, G.K. Enclave, Kalapahar Main Road, P.O. & P.S.: Fatashil Ambari, Guwahati - 16, in the district of Kamrup (Metro), Guwahati - 09, Assam, hereinafter collectively referred to as the **THIRD LAND OWNER** (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors, executors, administrators and assigns) of the **THIRD PART;**



4. **SRI PAWAN KUMAR AGARWALA (PAN: AFKPA2042K)**, aged about 73 years, son of Late Ramswarup Agarwala, resident of: - Narayan Nagar, Kumarpara, P.O. & P.S.: Bharalumukh, Guwahati - 09, in the district of Kamrup (Metro), Guwahati - 09, Assam, hereinafter collectively referred to as the **FOURTH LAND OWNER** (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors, executors, administrators and assigns) of the **FOURTH PART;**

- AND -



5. **ADHUNIK DEVELOPERS**, a Proprietorship Firm having its office at: - Bishnupur Main Road, Bishnupur, Near RCC Bridge, P.O. & P.S.: Bharalumukh, Guwahati - 781009, in the district Kamrup (Metro), Assam being represented by its Proprietor **SRI VIKASH AGARWAL**, son of Damodar Prasad Agarwala hereinafter called the **PROMOTER/DEVELOPERS/BUILDER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and assigns) of the **FIFTH PART;**

WHEREAS

- I. The **FIRST LAND OWNER** is the full and absolute owner of a plot of land measuring **4 Kathas 9.5 Lechas (11.96 Are)** covered by Dag No. 330 of K.P. Patta No. 168, situated at Village: Sahar Ulubari Part -

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For Adhunik Developers

Vice Agent
Proprietor

Deepak Agasth
Vice Proprietor
Chaitanya Agasth
Proprietor
For Adhunik Developers
Vikash Agasth
Proprietor

- III, under Mouza: Ulubari, Guwahati more fully and particularly described in "**SCHEDULE - A**" given hereunder.
- II. The **SECOND LAND OWNER** is the full and absolute owner of a plot of land measuring **4 Kathas 9 Lechas (11.91 Are)** covered by Dag No. 330 of K.P. Patta No. 168, situated at Village: Sahar Ulubari Part - III, under Mouza: Ulubari, Guwahati more fully and particularly described in "**SCHEDULE - B**" given hereunder.
- III. The **THIRD LAND OWNER** is the full and absolute owner of a plot of land measuring **3 Kathas 4 Lechas (8.56 Are)** covered by Dag No. 330 of K.P. Patta No. 168, situated at Village: Sahar Ulubari Part - III, under Mouza: Ulubari, Guwahati more fully and particularly described in "**SCHEDULE - C**" given hereunder.
- IV. The **FOURTH LAND OWNER** is the full and absolute owner of a plot of land measuring **1 Katha 15.5 Lechas (4.74 Are)** covered by Dag No. 330 of K.P. Patta No. 168, situated at Village: Sahar Ulubari Part - III, under Mouza: Ulubari, Guwahati more fully and particularly described in "**SCHEDULE - D**" given hereunder.

All the lands mentioned in "**SCHEDULE - A**" to "**SCHEDULE - D**" given hereunder are adjacent to each other and forms a compact plot of land and hereinafter collectively called and described as the "**SAID LAND or SAID PROPERTY**" and the **FIRSTLAND OWNER to FOURTH LAND OWNER** are hereinafter called and described collectively as "**LAND OWNERS**" or "**OWNERS**".

AND WHEREAS

A) As stated above the "**OWNERS**" are absolutely seized and possessed of and otherwise well and sufficiently entitled to and in possession of ALL THOSE several pieces and parcels of land measuring **02 Bighas 03 Katha 18 Lechas (37.19 ARE)** be the same a little more or less situated and lying at Village: Sahar Ulubari Part - III, under Mouza: Ulubari, at Bishnupur, Guwahati - 781009 in the district of Kamrup (Metro), in the State of Assam more fully described in the Schedules "A" to "B" stated hereunder and hereinafter for the sake of brevity referred to as the **SAID LAND/SAID PROPERTY**, free from all encumbrances, mortgage charges, liens, lispensens, claims and demands whatsoever.

For Adhunik Developers

Vikash Agasth
Proprietor

Witness Agent
Deepak Aggarwal
Bharat Aggarwal
Development Agent

For Adhunik Developers
Witness Agent
Proprietor

- B) The Owners are interested in developing or promoting the said land by way of construction of commercial cum residential complex comprising of residential buildings and commercial areas consisting of offices/shops/flats/apartments/units capable of being occupied independently together with amenities and facilities thereat hereinafter collectively referred to as the said "**Complex**".
- C) That the Developers having mutual discussions with land owners have agreed to develop the said land by way of construction of the said complex in terms of plan or plans to be sanctioned by the appropriate Municipal or other authorities in Guwahati in the state of Assam.
- D) That the Owners and the Developer have mutually agreed to record the terms and conditions agreed to by and between them in respect of the Development of the said land by way of erection and construction of the said complex as stated hereunder.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

ARTICLE - I - DEFINITIONS

Unless in these presents, it is repugnant to or inconsistent therewith:

- 1.1 LANDOWNER:** Shall mean the above-mentioned party of the "FIRST PART" and his/her/their successor in interest, legal heirs, executors, administrators and permitted assignees.
- 1.2 DEVELOPER/BUILDER/PROMOTER:** Shall mean the abovementioned party of the "FIFTH PART" and shall mean and include the partners of the firm for the time being and their respective heirs, executors, administrators, successors-in-interest and assigns.
- 1.3 PROPERTY:** Shall mean and include the entire SCHEDULE LAND as detailed below in the Schedule of this agreement
- 1.4 Architect on RECORD & on ADVISORY PANEL :** Shall mean such person or persons, firm or firms, company or companies who may be appointed or nominated as the Architect of the Building by the DEVELOPER/BUILDER/PROMOTER.

For Adhunik Developers

Witness Agent
Proprietor

Unit Agent
Deepthi
Shan Das (Unit Agent)
For Adhunik Developers
Unit Agent
Proprietor

1.5 PROJECT: Shall mean and include the proposed Multi-Storied building and other development works being constructed and carried on the SCHEDULE LAND in accordance with the plans to be approved and sanctioned by Guwahati Metropolitan Development Authority/Guwahati Municipal Corporation or any other Concerned Authority (ies).

1.6 COMMON FACILITIES AND AMENITIES: Shall include Corridors, Hallways, Stairways, Passageways, Septic Tank, Driveways, Common lavatories, Pump room, overhead tank, water pump and motor and other facilities which may be required for the establishment, maintenance and/or management of the building and all facilities put up for common use of multiple intending purchaser(s).

1.7 LANDOWNER'S ALLOCATION: Shall mean and include the share falling unto the LANDOWNER as detailed and narrated in Article - II clause 2.1 of this deed together with proportionate right, title, interest in the land as well as the proportionate common facilities and amenities, parking space etc. including right to use thereof.

1.8 DEVELOPER/BUILDER/PROMOTER'S ALLOCATION: Shall mean the remaining, portion of total area of the project (except the LANDOWNER'S ALLOCATION as detailed in Clause 2.1 below) together with proportionate right, title, interest in the land as well as the proportionate common facilities and amenities, parking spaces etc. including the right to use thereof, as well as right to construct and appropriate the additional constructions in the event of permission being granted by appropriate authorities as incorporated in 2.2.

1.9 TRANSFER

- (i) With its grammatical variations, shall mean and include transfer of rights, title and by possession and by arranging other means adopted for effecting what is understood as a transfer of tenements in the project to purchasers thereof which shall be maintained by society/Association of person to be formed by the prospective owners of the Multi-storied COMPLEX themselves.

AND SHALL INCLUDE TRANSFER

- (a) of FLATS/UNITS/SPACE to individual owners and
- (b) of common area (sold property) to association of UNIT/SPACE owners to be formed, shall, in the event of enactment of Assam Apartment

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For Adhunik Developers

Unit Agent

Proprietor

Ownership Act, be treated and deemed to have been made under such Act.

- (ii) For the purpose of transfer referred to above, this deed maybe treated as General power of Attorney in favor of the DEVELOPER/BUILDER/PROMOTER by the LANDOWNER.

1.10 TRANSFEREE: Shall mean the persons, HUF, Trust, Pvt. Ltd. Company, NGO, LLP's, firm, limited Company, Co-op. Society, Association of persons to whom any FLATS/UNITS/SPACE in the project has been transferred.

1.11 Power of Attorney: Shall mean the Power of Attorney which shall be executed and registered under the terms of this agreement.

1.12 Floor Area Ratio: Shall mean as defined under the Guwahati Metropolitan Development Authority's notification no. GDD.370/2019/PT.VI/92 dated 05.05.2020 including such modifications/alterations/amendments notified from time to time.

1.13 Carpet area: "Carpet area" means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1.14 BUILT-UP AREA: Built-up area means the covered usable area of the FLATS/UNITS/SPACE at any floor level including the area of the wall(s) of such FLATS/UNITS/SPACE.

1.15 SUPER BUILT-UP-AREA (SUBA): Super Built-up-area shall mean and include the 25% area of saleable area, calculated and added to the Built-up Area, irrespective of whatever common facilities and amenities constructed and/or are legally and compulsorily left out and as per the applicable Act(s), Rule(s), Bye-law(s) etc., including lift(s), lobby(ies), staircase(s), parking space(s), passage(s) internal approach road(s), drain(s), water storage, security room(s), overhead tank(s), firefighting system(s), common light(s), septic tank(s), transformer(s), front elevation(s) of the building(s) etc., and/or the open space(s).

1.16 SALEABLE AREA: Shall mean and include the area construed under the FLATS/UNIT/SPACE, consuming 75% of such saleable area as Built-up Area and 25 % lump sum of such saleable area added to the Built-up Area as super-built-up area, in construction of such UNIT/SPACE.

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For Adhunik Developers

Vinodh Agast

Proprietor

Unit Agent
Deepak Kumar
Pharadilal
Proprietor
For Adhunik Developers
Unit Agent
Proprietor

For example: Say if, 100 sq. ft. is the saleable area
Then, 25 Sq. Ft. is the super-built-up area (SUBA)
And 75 Sq. ft. is the Built-up Area

1.17 PARKING SPACE: Shall mean and include the parking space allotted anywhere in the parking area, earmarked and attached to each UNIT/SPACE and shall be treated to be part and parcel of such UNIT/SPACE, i.e. cannot be detached and sold separately.

1.18 COMMENCEMENT: This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE - II - LANDOWNER'S ALLOCATION

2.1 That the LANDOWNERS agrees to allow the DEVELOPER/BUILDER/PROMOTER to carry-out the project, on the condition that the DEVELOPER/BUILDER/PROMOTER agrees to provide the LANDOWNERS in lieu of the value of their respective plot of land, the following:

55% (FIFTY-FIVE PERCENT) of F.A.R. as "saleable area (which includes 25% SUBA)" as LANDOWNER'S ALLOCATION for the SCHEDULE LAND in the form of residential Flat/Unit and commercial space (s) with fittings and fixtures as per specification given in this deed and shall handed over to him/them on completion of the building.

PLUS

CAR PARKING SPACES against respective FLATS/UNITS/SPACE to be offered to the LANDOWNERS, as his allocation, in the parking area of the proposed project.

2.2 It is agreed between the parties that out of the aforesaid landowner's allocation shall be allotted to the landowner proportionately in the all floors (residential and commercial) or as per mutually agreed between the Landowners and Developer/Builder.

2.3 That the DEVELOPER/BUILDER/PROMOTER shall formally hand over the immovable 'LANDOWNER'S ALLOCATION' (as mentioned in Article II Clause 2.1) to the above-named LANDOWNER on compliance of requirement of Clause 2.5 & 2.6 and upon completion of the building within 48 months plus 12 months grace period from the date of NOC issued by Guwahati Municipal Corporation, RERA Registration

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For Adhunik Developers

Vijay Kumar
Proprietor

Vinod Agast
Deepak Agast
Shanice Wani
Poonam Agast
For Adhunik Developers
Vinod Agast
 Proprietor

and from the date of handing over the vacant possession of the said to the DEVELOPER/BUILDER/PROMOTER by the LANDOWNER whichever is later,

It is hereby made clear that the said development/construction will commence only after obtaining the necessary/requisite permission from the Appropriate Authorities, subject to extensions on account of Force Majeure and if piling and foundation works dates coincides with rainy season 6 (Six) months extra will be added on just and reasonable grounds.

It is hereby made clear that, if the LANDOWNER enter into and starts making changes, modifications, interior work etc. except minor civil changes through his/her/their persons/agents inside the allotted Flat/unit during the tenure of construction of the new building then it shall be presumed that the said LANDOWNER have taken physical possession of the LANDOWNER'S ALLOCATION from the DEVELOPER/BUILDER/PROMOTER on such day and they will have no right to raise any claim in future in that regard.

Provided that the FORMAL HANDOVER shall mean assigning of the LANDOWNER'S ALLOCATION to the LANDOWNER:

(a) Once the FLATS/UNITS/SPACES are ready and/or fit for habitation.

OR

(b) Once the FLATS/UNITS/SPACES are assigned to the LANDOWNER for carrying out interior or carpentry works on their request, even if the same is not ready and/or fit for habitation.

2.4 That prior to identifying and/or handing over of LANDOWNERS allocation, as aforesaid the LANDOWNERS shall be required to reimburse the following to Developer/Builder/Promoter:

- a) The charges incurred by the Developer/Builder/Promoter for obtaining electricity connection (i.e., load security, meter security etc.), proportionate generator cost etc. as calculated by the Developer/Builder/Promoter.
- b) Security Deposit to the society pertaining to the flat/units falling under the share of the LANDOWNER under the LANDOWNER'S ALLOCATION and
- c) One-year maintenance charge applicable to such portion of LANDOWNER'S ALLOCATION.

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For Adhunik Developers

Vinod Agast
Proprietor

1-14/101/65/71075050/2012/59/801/PT-1 11/08/2014 Dated 01/09/2014
 Information with a copy of approved plan.

Vikas Patel
 Deep Patel
 Phaniwar Wani
 Phaniwar Wani
 For Adhunik Developers
 Vikas Patel
 Proprietor

and from the date of handing over the vacant possession of the said to the DEVELOPER/BUILDER/PROMOTER by the LANDOWNER whichever is later.

It is hereby made clear that the said development/construction will commence only after obtaining the necessary/requisite permission from the Appropriate Authorities, subject to extensions on account of Force Majeure and if piling and foundation works dates coincides with rainy season 6 (Six) months extra will be added on just and reasonable grounds.

It is hereby made clear that, if the LANDOWNER enter into and starts making changes, modifications, interior work etc. except minor civil changes through his/her/their persons/agents inside the allotted Flat/unit during the tenure of construction of the new building then it shall be presumed that the said LANDOWNER have taken physical possession of the LANDOWNER'S ALLOCATION from the DEVELOPER/BUILDER/PROMOTER on such day and they will have no right to raise any claim in future in that regard.

Provided that the FORMAL HANDOVER shall mean assigning of the LANDOWNER'S ALLOCATION to the LANDOWNER:

- (a) Once the FLATS/UNITS/SPACES are ready and/or fit for habitation.
- OR
- (b) Once the FLATS/UNITS/SPACES are assigned to the LANDOWNER for carrying out interior or carpentry works on their request, even if the same is not ready and/or fit for habitation.

2.4 That prior to identifying and/or handing over of LANDOWNERS allocation, as aforesaid the LANDOWNERS shall be required to reimburse the following to Developer/Builder/Promoter:

- a) The charges incurred by the Developer/Builder/Promoter for obtaining electricity connection (i.e., load security, meter security etc.), proportionate generator cost etc. as calculated by the Developer/Builder/Promoter.
- b) Security Deposit to the society pertaining to the flat/units falling under the share of the LANDOWNER under the LANDOWNER'S ALLOCATION and
- c) One-year maintenance charge applicable to such portion of LANDOWNER'S ALLOCATION.

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For Adhunik Developers

Vikas Patel
 Proprietor

2.5 That the LANDOWNER agrees to pay the GST, any Govt. Taxes and duties applicable with regard to their Allocation, whether a Deed of conveyance is registered or not.

Further, if a Deed of Conveyance is required to be executed by the DEVELOPER/BUILDER/PROMOTER in their favour, they shall pay the related Stamp Duty, Registration Fees, advocate's fees and expenses incurred thereon, otherwise the DEVELOPER/BUILDER/PROMOTER will issue a landowner allocation letter in favour of each landowner stating their respective allocation in the said project.

2.6 That in order to effectively complete the handing over process, of the LANDOWNER'S ALLOCATION, as stated above in clause 2.4 proviso, the DEVELOPER/BUILDER/PROMOTER shall give written notice to the LANDOWNER requiring them to take possession of their respective allocation in the project within 30 (Thirty) days from service of such written notice and at all times thereafter the LANDOWNER shall be responsible for payment of all rates, duties, taxes etc. applicable on such allocation.

2.7 It is made clear that in the event of sale/transfer of FLATS/UNITS/SPACE by the aforesaid LANDOWNER from their own share derived from their proposed allocation of UNITS/SPACES, the same shall be done by himself/themself solely or through the DEVELOPER/BUILDER/PROMOTER, or through the mutually appointed marketing agencies. This is agreed in order to maintain uniformity of price tag and the variations intact for mutual interest of the parties as well as of the project. The PROMOTER/BUILDER shall sell the flats/units sold from landowner's allocation is proportionate to the with DEVELOPER/BUILDER/PROMOTER allocation.

2.8 It is hereby made clear that in case the UNITS/SPACE, sold for and on behalf of the LANDOWNERS from their ALLOCATION, through the DEVELOPER/BUILDER/PROMOTER or through their mutually appointed authorized agencies, the amount to be paid for such sold out UNITS/SPACE, to the LANDOWNERS shall be the amount after deduction towards taxes and other charges, that is @ 2% in case of Sale made through third party or any marketing agencies appointed by the PROMOTER plus charges as per clause 2.5 above, from what is received by the DEVELOPER/BUILDER/PROMOTER or the mutually appointed marketing agencies from the intending PURCHASER(s) and the LANDOWNER shall execute a Special Power of Attorney in favour of the DEVELOPER/BUILDER/PROMOTER or to the mutually appointed marketing agencies for the above specific purpose.

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For Adhunik Developers

Vinod Aggarwal
Proprietor

Wish Agant
Deddy
Phan Dac Lam
Phan Dac Lam
For Adhunik Developers
Wish Agant
Proprietor

2.9 It is hereby made clear and agreed between the parties to this agreement that identification of FLATS/UNITS/SPACE falling under the share of LANDOWNERS ALLOCATION shall be done at the time of finalizing the building layout/plan/drawing. On such satisfaction/acceptance of such proposed identified FLATS/UNITS/SPACE by the LANDOWNERS, and on submitting a written and duly signed Memorandum of Understanding Agreement, Rectification Deed etc. between the LANDOWNERS itself, the DEVELOPER/BUILDER/PROMOTER shall allot, such proposed identified FLATS/UNITS/SPACE in their favour by issuing allotment letters, and no changes or modification to such allotment shall be done without mutual consent of all the parties i.e., LANDOWNERS and the DEVELOPER/BUILDER/PROMOTER.

However, it is also agreed between the parties of both the parts that in case of any difference between the parties with respect of such above mentioned identification of UNITS/SPACES falling under the share of LANDOWNER'S ALLOCATION, the decision of the DEVELOPER/BUILDER/PROMOTER shall be final and binding on the LANDOWNERS.

2.10 That if the land area held by the LANDOWNERS is found to be less than the area as described in the Schedule Land herein below, then the Landowner's Allocation as stated in clause 2.1 hereinabove shall be reduced proportionately.

2.11 It is hereby agreed by the DEVELOPER/BUILDER/PROMOTER that a Flat measuring 1000 Sq. Ft. (SBUA) including common area and 1000 sq Feet Top Roof rights will be allotted in favour of LANDOWNER NO. III in the Residential section as per DEVELOPER/BUILDER/PROMOTER choice along with his allocation as mentioned in clause 2.1 of the development agreement.

ARTICLE - III - DEVELOPER/BUILDER/PROMOTER'S ALLOCATION

3.1 In consideration of the above, the DEVELOPER/BUILDER/PROMOTER shall be entitled to the remaining saleable space (after earmarking the LANDOWNER'S ALLOCATION to the respective LANDOWNERS in the PROJECT) constructed at the DEVELOPER/BUILDER/PROMOTER'S cost on the SCHEDULE LAND together with proportionate undivided share in the land attached to such portion of DEVELOPER/BUILDER/PROMOTER'S ALLOCATION, as well as proportionate share in the common facilities and amenities, parking spaces etc. including the right to use thereof and upon execution of this agreement and on obtaining necessary permission, the DEVELOPER/BUILDER/PROMOTER shall be entitled to enter into agreement for sale and sale by way of transfer in its own name and receive, raise and collect moneys in respect thereof and it is hereby expressly agreed by and between the parties hereto, that for the purpose of entering into such agreements,

For Adhunik Developers
Wish Agant
Proprietor

execution of sale/transfer deeds etc. it shall not be obligatory on the part of the DEVELOPER/BUILDER/PROMOTER to obtain any further consent from the LANDOWNERS.

3.2 It is agreed between the parties that Top roof rights will remain with the Developer/Builder other than 1000 Sq. Ft. (as per DEVELOPERS choice) top roof rights will be reserved for LANDOWNER NO. III above the flat/unit which will be allotted in favour of the LANDOWNER NO. III in the residential section and all other remaining top roof rights in the Residential/Commercial section will with the Developer/Builder, ultimately formed between the occupiers/purchaser of the FLATS/UNIT/SPACE etc upon completion and handing over of the complete project.

ARTICLE - IV - DEVELOPMENT AND COMMERCIAL EXPLOITATION OF PROPERTY

4.1 Agreement between the Owners and the Developer with regard to the development and commercial exploitation (in the manner specified in this agreement) on and in respect of SAID land by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings/commercial buildings and ancillary facilities and other areas (said complex).

ARTICLE - V - BACKGROUND AND REPRESENTATIONS

5.1 **Ownership of Said Property:** By virtue of the events and in the circumstances mentioned in the "SCHEDULE - A" to "SCHEDULE - D" below of these presents (Devolution of Title) the parties have become the owners of the said property.

5.2 **No previous Agreement:** Neither of the parties have entered into any agreement and/or understanding for sale, transfer, lease or development of their shares in the said property will any person and/or persons.

5.3 **Parties to ensure continuing marketability:** All the parties ensure each other that their respective shares in the said property will continue to remain unchanged marketable and free from all encumbrances charges, attachments, mortgage, liens, lispendens, trust, debut tars, acquisitions, requisitions vesting etc. till the completion of the development of the said property.

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For Adhunik Developers

Vinod Agast
Proprietor

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first written above.

SIGNED SEALED AND DELIVERED

By the OWNERS at Guwahati
in the presence of:

1. JANDEEP CHAUDHARY.
S/O SRI BHANWAR LAL DHAYAL
R/o ENCLAVE KALADHAR
Guw-16

Deepak Agarwal
(1. SRI DEEPAK AGARWALA)
FIRST LAND OWNER

Vinod Agast
(2. SRI VIKASH AGARWAL)
SECOND LAND OWNER

Bhanwar Lal Dhayal
(3. SRI BHANWAR LAL DHAYAL)
THIRD LAND OWNER

Pawan Kumar Agarwal
(4. SRI PAWAN KUMAR AGARWALA)
FOURTH LAND OWNER

Vinod Agast
For Adhunik Developers

Proprietor

ADHUNIK DEVELOPERS

A Proprietorship Firm being represented
by its Proprietor **SRI VIKASH**
AGARWAL.

DEVELOPER/BUILDER/PROMOTER

SIGNED SEALED AND DELIVERED

By the DEVELOPER at Guwahati
in the presence of:

2. *Shriy Jagei*
(Advocate)

PREPARED IN THE CHAMBER OF:
Durlav Kumar Boruah, Advocate
Garima Point, 1st Floor,
B. Baruah Road, Opp. 3/14 Restaurant
Guwahati - 07 (Assam)
Ph.: 098642 - 80384.

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For Adhunik Developers

Vinod Agast
Proprietor