

## DEED OF SALE OF OWNERSHIP FLAT

This **DEED OF SALE OF OWNERSHIP FLAT** is made today by:

**M/s TENEMENTS** (having PAN as **AABFT0939J**), a registered partnership firm having its Registered Office at 14, 5<sup>th</sup> Floor, ANIL PLAZA, G.S. Road, ABC, Guwahati-781005 in the District of Kamrup (Metro), in the State of Assam represented by its authorised partner/representative, **SHRI** \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_, in the District of \_\_\_\_\_, in the State of Assam, authorized *vide* letter dated \_\_\_\_\_, here-in-after referred to as the **VENDOR**, which expression shall, unless repugnant to the context hereof, mean and include the said vendor, its successors, executors, administrators and assigns of the ONE PART;

### IN FAVOUR OF

**SHRI** \_\_\_\_\_, (having PAN as \_\_\_\_\_), Son/Daughter of \_\_\_\_\_, and **SMT.** \_\_\_\_\_, (having PAN as \_\_\_\_\_), Daughter/Wife of \_\_\_\_\_, resident of \_\_\_\_\_, in the District of \_\_\_\_\_, in the State of Assam, here-in-after referred to as the **PURCHASER** which expression unless repugnant to the context hereof, mean and include the said purchaser, his heirs, successors, executors, administrators and assigns of the OTHER PART.

### WITNESSES AS FOLLOWS:

WHEREAS the **VENDOR** is in the business of Real Estate Owners, Financiers, Dealers, Developers, Builders of any and all kinds of civil structures including townships, markets, or other buildings comprising of residential, commercial, or other flats, apartments, tenements, godowns, stores etc along with any and all kinds of amenities, conveniences thereon including garden(s), water and drainage facility, electric, telephone, television, CCTV, Firefighting installations etc by advancing money to any person(s) and/or entering into any contracts and/or arrangement(s) of any and all kinds with any individuals, group of individuals, landowner(s), lessee(s), builder(s), contractors etc and to deal with the same in any manner, whatsoever;

AND WHEREAS the **VENDOR** hereof entered into Registered Agreement Nos: 1965 (Serial No- 3983) dated 01-07-2022 with Shri **DEVAJEET KHAUND**, son of Late Manik Chandra Khaund, (and having PAN as AETPK3231J), resident of Green Ideal Apartment, Club Road, Jorhat East, P.O & P.S. Jorhat- 785001, in the District of Jorhat, in the State of Assam and Shri **SAFAL KUMAR KHOUND**, son of Late Jatindra Nath Khound, (and having PAN as BFEPK3580B), resident of Bongal Pukhuri, Club Road, Jorhat East, P.O & P.S. Jorhat- 785001, in the District of Jorhat, in the State of Assam and Irrevocable General Power of Attorney being Deed No: 1964 (Serial No - 3982) executed on 1-07-2022 by the aforesaid Landowner for the planning, development, construction, sale, disposal etc of a Residential Building Complex under the name and style of **CLUB ROAD RESIDENCY** on a plot of land measuring, 1 (One) Bighas, 3 (Three) Katha and 1 (one) Lechas of land absolutely owned by and belonging to them and which land is more particularly described in **Schedule "A"** hereof, and also empowered the **VENDOR** hereof to take all steps necessary for the planning, development, construction, sale, disposal etc of the aforesaid Residential Building Complex named **CLUB ROAD RESIDENCY**.

AND WHEREAS as a result of the aforesaid Power of Attorneys executed on 01-07-2022 and by the above-named Landowner at Guwahati the **VENDOR**, as Builder of **CLUB ROAD RESIDENCY**, is entitled to sell flat(s)/apartment(s) in the Building(s) known as **CLUB ROAD RESIDENCY** which have since been constructed on the aforesaid plot of land and the **VENDOR** hereof has the sole and exclusive right to sell the flats comprised in the Residential Complex known as **CLUB ROAD**

RESIDENCY constructed on the said plot of land and to execute the Deed of Sale in favour of purchaser/purchasers of the flats comprised in the aforesaid CLUB ROAD RESIDENCY on receipt of the consideration therefore as well as other dues relating thereto;

AND WHEREAS the VENDOR had constructed the aforesaid multi-storied Residential Complex named CLUB ROAD RESIDENCY on the land described in Schedule "A" hereof in accordance the aforesaid Agreements between the VENDOR and the Landowners named here-in-before as also in accordance with the NOC received from Jorhat Development Authority, Jorhat under Memo No: JDA/Bldg./Per/2022/92/2549/422 dated 22-08-2022; and

AND WHEREAS by a Deed of Agreement No – \_\_\_\_\_ dated \_\_\_\_\_, made between the parties hereof, the VENDOR agreed to sell and the PURCHASER agreed to purchase and thereby own the flat more particularly described in **Schedule "B"** hereof with sole, exclusive, transferable and irrevocable right to use the same together with undivided share of interest in the common areas and facilities including stair-case, lift, and lobby of the aforesaid Flat is situated as also the proportionate, indivisible and inseparable share of interest in the land on which the said Building is erected;

THIS INDENTURE NOW WITNESSES:

THAT in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid by the PURCHASER to the VENDOR, the receipt of which sum the VENDOR hereby acknowledges as per Memo of Consideration, the said VENDOR, as beneficial owner, does hereby grant, convey, assure, transfer and assign unto the said PURCHASER, free from all encumbrances, the flat and related property more specifically described in **Schedule "B"** hereof with half the depth in all the joints between its ceiling and the floor above and also between the floor and its ceiling of the flat below and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical, all external and internal walls with proportionate and indivisible share of interest in the stair-case, land below and all ways and passages, drains, water courses, together with the benefit of all ancient and other rights, liberties, easements, appendages and appurtenances and all estate right, title, interest, property claim, whatsoever, of the VENDOR in the said Flat, free from encumbrances and attachments, whatsoever, except the right of demolition or committing waste, to have and to hold the property hereby conveyed to PURCHASER absolutely;

AND THAT the VENDOR doth hereby covenant and agree with the PURCHASER that notwithstanding any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary the VENDOR is now lawfully seized and possessed of the said property free from encumbrances, attachments or defects in title, whatsoever, and that the VENDOR has full power and absolute authority to sell the said property in the manner aforesaid;

AND THAT the PURCHASER shall hereafter peacefully and quietly hold, possess and enjoy the said property in khas, or through tenant without any claim or demands, whatsoever from the VENDOR or any person claiming through or under the VENDOR;

AND THAT the VENDOR covenants and agrees with the PURCHASER that his heirs, executors, administrators, assigns etc will enjoy all the PURCHASER's free rights, titles, interests etc including the rights relating to sale, transfer, repair, mortgage, or otherwise dispose of the property hereby conveyed to the PURCHASER, generation after generation;

AND FURTHER THAT the VENDOR covenants with the PURCHASER to save him harmless from, and indemnified against, all encumbrances, charges and claims whatsoever;

AND THAT the VENDOR covenants that he shall at the request of, and costs of the PURCHASER, do and execute, or cause to be done or executed, all such lawful deeds and things, whatsoever, for further and more perfectly conveying and assuring the property hereby conveyed, and every part thereof, in the manner aforesaid according to the true intent and meaning of this Deed.

AND IT IS FURTHER AGREED AND DECLARED between the parties as follows:

- (1) That the PURCHASER shall be liable to pay directly to the appropriate Authorities, or contribute in proportion to the floor area of the flat and parking space hereby conveyed to the PURCHASER, towards payment of municipal taxes, electricity bills, land revenue and other outgoings payable in respect of the property hereby conveyed to the PURCHASER, and in cases where the said payments are not made directly to appropriate Authority, then, the same shall be made by the PURCHASER to the Association or Society of co-owners of the flats comprised in the Residential Complex named CLUB ROAD RESIDENCY, namely, the CLUB ROAD RESIDENCY OWNER'S SOCIETY for the said purpose(s);
- (2) That the PURCHASER shall have full and absolute proprietary rights such as the VENDOR derives from his title, save and except that of demolishing or committing waste in respect of the property described in **Schedule "B"** in any manner so as to affect the VENDOR or other co-owners of CLUB ROAD RESIDENCY who have already purchased and acquired, or may hereafter purchase or acquire, similar property rights as covered by this conveyance;
- (3) That the PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms here-in-contained to anyone without the consent of the VENDOR or any other co-owner of CLUB ROAD RESIDENCY who may have acquired before, and who may hereafter acquire, any right, title or interest similar to those acquired by the PURCHASER under the terms of this conveyance;
- (4) That the PURCHASER's proportionate, undivided and inseparable interest in the land, as is more fully described in **Schedule "C"** hereof shall remain joint for all times with the VENDOR and/or other co-owners of CLUB ROAD RESIDENCY who may have acquired, or may hereafter acquire, any right, title or interest in the land and/or in any flat and/or parking space and/or other property in the Residential Complex named CLUB ROAD RESIDENCY similar to those acquired by the PURCHASER under the terms of this conveyance, it being hereby declared that the interest in the land shall always remain impartible;
- (5) That the PURCHASER alongwith Co-Owners of the Building known as CLUB ROAD RESIDENCY, shall be entitled to all rights and privileges to use the demarcated portion for Community Area on Roof Top etc subject to the Bye-Laws, Rules, Regulations etc of OWNER'S SOCIETY for the time being in force;
- (6) That at any time in future if the building is reconstructed, the Purchaser along with the other co-owners shall have the right to construct only an area equivalent to the area of the present flat area/unit on the same floor and position as the present flat area/unit located, subject to the building bye laws prevailing then and such reconstruction shall be on mutual consultation and agreement with all the co-owners;
- (7) That the terms and conditions of the Deed of Agreement No: \_\_\_\_\_ registered on \_\_\_\_\_, made between the parties hereof as are not inconsistent with the provisions of this Deed of Sale of Ownership Flat shall continue to be binding on the parties hereof and;

- (8) That the Bye-Laws, Rules, Regulations etc of CLUB ROAD RESIDENCY OWNER'S SOCIETY as are for the time being in force shall always remain binding on the PURCHASER.

**SCHEDULE "A"**

**DESCRIPTION OF LAND ON WHICH RESIDENTIAL COMPLEX  
KRISHNA RESIDENCY IS BUILT**

All that piece and parcel of land measuring more or less 1 (one) Bigha, 3 (Three) Katha and 1 (one) Lechas i.e. 23,184 (twenty three thousand one hundred and eighty four) Sft approximately covered by Dag Nos: 8666, 13466 and 13464, of K P Patta No. 1126 and 1124, situated at Block No.13, Jorhat Town No.3 Mouza, Jorhat East Revenue Circle, in the District of Jorhat, in the State of Assam

The land is bounded as follows:

|       |   |                                                        |
|-------|---|--------------------------------------------------------|
| North | : | Land of Shri Udayan Bordoloi                           |
| South | : | Chekonidhara Naamghor and Land of Shri Jogeshwar Dutta |
| East  | : | Land of Shri Anil Goswami                              |
| West  | : | Club Road                                              |

**SCHEDULE "B"**

**SCHEDULE OF PROPERTY HEREBY CONVEYED**

- (a) Flat Numbered \_\_\_\_\_ of \_\_\_\_\_ Sft Carpet Area, \_\_\_\_\_ Sft Exclusive Balcony, Super Built up Area approximately \_\_\_\_\_ Sft with all doors, windows, fittings, fixtures, walls etc, on \_\_\_\_\_ (\_\_\_\_) Floor, covered by Dag No \_\_\_\_\_, Patta No \_\_\_\_\_ of RCC Building known as CLUB ROAD RESIDENCY situated at Block No.13, Jorhat Town No.3 Mouza, Jorhat East Revenue Circle, in the District of Jorhat, in the State of Assam and the property is bounded as under:

|       |   |       |
|-------|---|-------|
| EAST  | : | _____ |
| WEST  | : | _____ |
| NORTH | : | _____ |
| SOUTH | : | _____ |

- (b) Parking Space at Ground Floor for 1 (one) car; and

- (c) Proportionate right, title and interest in all common areas and facilities etc including staircase, lift and lobby of the aforesaid flat which shall be impartible together with the owners and/or occupiers of the flats in the said building.

M/S. TENEMENTS

*Raj*

PARTNER

**SCHEDULE "C"**

**SHARE OF UNDIVIDED INTEREST IN LAND**

Undivided Proportionate Share of Land measuring \_\_\_\_ Ar. or \_\_\_\_ Sq ft more or less out of the total plot of land measuring 1 (one) Bigha, 3 (Three) Katha and 1 (one) Lechas i.e. 23,184 (twenty three thousand one hundred and eighty four) Sft approximately covered by Dag Nos: 8666, 13466 and 13464, of K P Patta No. 1126 and 1124, situated at Block No.13, Jorhat Town No.3 Mouza, Jorhat East Revenue Circle, in the District of Jorhat, in the State of Assam.

IN WITNESS WHEREOF the parties hereof have put their respective seal(s) and/or signatures hereunto on this the .....day of ....., 202\_ in the presence of witnesses who have also signed.

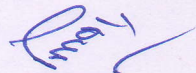
WITNESS:

Signed, sealed and delivered by  
**SHRI** \_\_\_\_\_, OF  
TENEMENTS FOR AND ON  
BEHALF OF THE FIRM being the  
VENDOR at Jorhat in the presence  
of witnesses:

Signed, sealed and delivered by  
**SHRI** \_\_\_\_\_, the  
PURCHASER at Jorhat in the  
presence of witnesses:

Signed, sealed and delivered by  
**SMT.** \_\_\_\_\_, the  
PURCHASER at Jorhat in the  
presence of witnesses:

M/S. TENEMENTS

  
PARTNER