

DEED OF CONVEYANCE OF FLAT PREMISES

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____ AT
GUWAHATI

BETWEEN

SANSKAAR REALTORS [PAN AEKFS8508P] having its business office at Kiranshree Apartment, Block B, 1st Floor, Tarun nagar, Bye Lane No. 2 being represented herein by **TULSI PRASAD AGARWALLA S/O Late GAJANAND AGARWALLA** by profession business, by religion hindu, a resident of Kiranshree Apartment, Block-B 306, Tarun Nagar, Bye-Lane 2, G.S. Road, Guwahati-781005, Guwahati, Assam hereinafter called and referred to as the Promoter[Which expression unless excluded by or repugnant to the context shall be deemed to mean and include his Legal Heirs / Representatives, Administrators, Successors-in-interest , Assigns etc. etc.] of the FIRST part.

AND

_____ son of _____, by religion Hindu, a resident of _____ P.O. _____ P. S. _____, Dist. _____ – HEREINAFTER CALLED THE **PURCHASER** (which expression unless repugnant to the context hereto shall mean and include his/her/their heirs, successors-in-interest, legal representatives, executors, administrators and assigns) OF THE OTHER PART (**PAN NO.** _____);

A.Sri Ratan Malakar alias Shri Ratnakanta Malakar, son of Late Rangmal Malakar, aged about ____years, (**PAN No. BNWPM7787G**), resident of hn :3, Bye Lane No: 12, West jyotinagar, P.O: Bamunimaidan, P.S. Chandmari, Guwahati-21 in the district of Kamrup Metro. Assam, hereinafter referred to as Land owner and whereas the landowner is the owner and possessor of a piece of land measuring **01- 0K- 0L** covered by Dag No. 89, K P Patta No. 2 situated at Revenue Village Gog, under Mouza: Ramcharani, Under Azara Revenue Circle in the Kamrup District in the state of Assam, The Promoter and Landowner had entered into a Joint Development Agreement for development of 1B-0K-0L vide deed of agreement Dated: 2nd April 2021 registered as document No: 8070 vide serial No: 6275 at the office of Senior Sub- Registrar, Karup Metro, Guwahati

- (A) By virtue of the said development agreements and also being authorized by irrevocable power of attorneys executed by the **LAND OWNER** in favour of the **PROMOTER/VENDOR** the details of which are given hereunder, the

PROMOTER/VENDORS herein are fully authorized and empowered to enter into this agreement for sale in terms of the said development agreements: -

- (i) Irrevocable General Power of Attorney dated _____ executed by the Land Owner and registered with the Sr. Sub Registrar, Kamrup Metro, Guwahati, vide serial no. _____ deed no. _____ on _____.

AND WHEREAS, the Vendor after obtaining and procuring due permission from the Office of the Azara Gaon Panchayat had raised construction of multi storied Residential RCC building over a part of the said building. The said construction of the RCC Building has also been completed. The said Project named as SANSKAAR RATNA VILLA and for all contexts shall be known as by the name of **SANSKAAR RATNA VILLA**.

AND WHEREAS the intending PURCHASER after being fully satisfied and accepting the right, title, interest and possession of the LANDOWNERS/BUILDER/VENDOR, plans, designs and specifications of aforesaid residential complex and having fully understood the terms and conditions, covenants contained in this deed approached the BUILDER/VENDOR to purchase one residential flat unit along with one car parking space and the LANDOWNER/BUILDER/VENDOR agreed to sell all those Flat No. _____ of _____ finished having carpet area of _____ Square feet/super built up area of more or less _____ square feet of _____ BHK on ownership basis, being a residential flat situated at the.....Floor of the said residential complex known as "_____" as fully described in **Schedule 'B'** along with undivided and impartible proportionate share and interest in the said land (**more-fully described in the Schedule A**) below along with undivided proportionate share of common areas and facilities (more-fully described in **Schedule C**) below hereinafter collectively referred to as "PREMISES" for a valuable consideration of Rs. _____/-(Rupees _____) only which includes price amounting to Rs. _____/-(Rupees _____) only for the undivided proportionate share of land and the rest price Rs. _____/-(Rupees _____) only for the floor area, cost of construction, one covered parking space for one vehicle at ground floor of the said building and common areas and facilities, etc subject to the terms and conditions hereinafter contained as mutually agreed by both the parties;

AND WHEREAS the VENDOR has registered the project "**SANSKAAR RATNA VILLA**" with Assam Real Estate Regulatory Authority vide registration No: _____ **dated** _____.

AND WHEREAS the VENDOR and PURCHASER have jointly obtained the necessary sale permission from the office of the Deputy Commissioner, Kamrup Metropolitan vide No. **NOC/21/2019-20/10154 dated 06/10/2021**.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:-

- 1) That in pursuance of the present indenture and in consideration of the said sum of Rs. _____/- (Rupees _____) only paid by the PURCHASER to the VENDOR (the receipt of which sum the VENDOR do hereby admits and acknowledges and confirms in full and final satisfaction and as detailed in the memo of Consideration annexed herewith), The VENDOR as the absolute lawful owner do hereby transfer, assign and convey to the PURCHASER by way of absolute sale the ownership right of the **"SAID PREMISES"** i.e. the said semi-finished premises measuring about **Carpet Area** _____ **square feet** and **Super built-up Area** _____ **Square feet** (approx) on the _____ **floor** being Flat No. _____ only for residential purposes together with all right, title, interest and possession over the said premises, free from all encumbrances, charges, described in the **Schedule 'B'** hereunder, in favour of the above named PURCHASER, together with undivided proportionate right in the land on which the said building is standing together with the right of ingress and egress, the right to use of common areas and amenities, as described hereafter in **Schedule "C"** together with the benefits of all rights, liberties, easement, appendages, appurtenances, estate, right, title and interest, appropriate claim, whatsoever of the VENDOR in the said premises, **TO HAVE AND TO HOLD** the said premises hereby conveyed to the PURCHASER absolutely together with all rights, title and interest of the VENDOR in and over the said premises situated on the _____ **Floor** of the said multi storied Building, which is fully and specifically described in the **Schedule "B"** hereunder.
- 2) The PURCHASER shall have the absolute right to possess and to transfer the said premises only for residential purposes hereby conveyed by way of sale, gift, lease and mortgage etc. without any interference or interruption either from the VENDOR or any person or persons claiming under them.
- 3) The PURCHASER shall also have the right to use the common areas and amenities as mentioned in schedule "C" as long as the PURCHASER pays all dues on account of maintenance and other charges regularly and timely along with other occupiers. The "VENDOR" shall not be under any legal obligation to provide any additional space(s)/facilities/amenities to the "PURCHASER".
- 4) That the VENDOR hereby declare that he has got valid, good and lawful right, title and interest and also right to transfer the said premises hereby conveyed and the VENDOR hereby undertake that there is no liabilities in respect of the SAID PREMISES hereby sold in any govt. or semi-government department whether central or state, or in any private concern, person, firm, company, etc. and the same is absolutely free from all encumbrances, and the VENDOR have not sold, mortgaged, donated, leased out or transferred the same or any part to anybody else till this deed and further the VENDOR have done no act or acts up to date of this deed whereby the VENDOR is debarred or prevented from transferring the same to the PURCHASER.

- 5) That the VENDOR hereby further declares that the title of the SAID PREMISES described in the Schedule B hereto below is absolutely clear and marketable, and the PURCHASER shall have the right and liberty to mortgage the same in favour of any bank or financial institution for the purpose of taking any loan.
- 6) That the VENDOR hereby undertakes to indemnify the PURCHASER in respect of any arrear regarding any fee, taxes, rates, revenue, and other dues or liabilities whether public or private in respect of the SAID PREMISES hereby purported to be conveyed, assessed, levied up to date of this deed by government, semi-government and other local body or anybody else till the date of execution of this Indenture.
- 7) That the VENDOR shall support any application to be made by the PURCHASER for mutation of his/her/their name in revenue records of right in respect of the said premises, and the VENDOR and all person(s) claiming through, under and in trust of the VENDOR shall and will from time to time, upon request and costs of the PURCHASER, do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said premises and every part thereof to and in favour of the PURCHASER as shall/ may reasonably be required.
- 8) That the PURCHASER hereby covenants and undertakes that as soon as practicable they shall duly associate themselves with all the premises owners/occupiers and will form a society/ Association and the VENDOR shall be an ipso-facto member of the said Association, which shall be given the responsibility for maintaining, supervising, undertaking the activities in the welfare and benefit of all the premises owners. The PURCHASER also agrees to sign and execute the application for registration of the Association. It is made clear that upon the formation of Association and assuming charges, the VENDOR will be absolved of all the responsibilities of overseeing the management of the common areas and facilities. However, the VENDOR shall be an ex-officio member of the governing board of the Association for all time to come. Moreover, the society/association shall be formed solely for the purpose of maintaining common areas and amenities as described in schedule "C" of this deed.
- 9) That the PURCHASER hereby agrees that neither he/she/they nor any person or persons under him/her/them shall store any kind of goods in the common corridor or on any common areas (including storing of flower pots, dustbin, etc.); and that the said premises shall not be used for any kind of illegal or immoral activities and/ or activities to which the other premises owners and / or society may have any objection. The PURCHASER shall not be allowed to put any sign board or poster or anything of similar nature in any part of the building without the written consent of the "VENDOR".
- 10) That if due to the natural calamities or natural wear and tear, the said multi-storied R.C.C. Building or any part thereof is demolished or damaged, in that

case each premises owners/occupier of the respective premises including the PURCHASER shall have the right to re-construct his/her premises by bearing the proportionate cost. The PURCHASER shall have the right to re-construct their premises at their own cost.

- 11) That the PURCHASER shall abide by all bye-laws, rules and regulations of the Govt., Guwahati Municipal Corporation or any other authorities and local bodies including those, which may hereafter being made by the VENDOR or society for proper maintenance of the building and shall be responsible for all deviation, violation of any of the condition or rules or bye-laws and shall observe and perform all the terms and conditions contained in this deed. It is made clear that henceforth if reconstruction, repairs or alteration in or upon or within the said premises is required to be carried out at the instance of the govt., Municipality or any other Statutory Authorities, the same shall be carried out by the PURCHASER. The VENDOR shall not in any manner liable or responsible for such act of the PURCHASER.
- 12) The PURCHASER shall not create any disturbance, nuisance to the VENDOR or other occupiers of the said multi-storied building and shall not do or cause to be done any act or acts to alter or change the basic structure, inner and outer elevation, water inlet, sanitary outlets and foundation of the building.
- 13) That the PURCHASER shall be at liberty to finish/complete the SAID PREMISES hereby conveyed as per approved plan sanctioned by doing partitioned walls, making rooms, and with fitting of marbles and tiles with fittings and painting in all sides, electric connection and the PURCHASER hereby covenant to keep the said premises and other fittings of the said premises in good working, habitable and tenantable condition so as to support, shelter and protect the other premises or space of the multi-storied building. The PURCHASER shall have right to make any repair or alteration inside the said premises without damaging the original structure.
- 14) That from time to time the PURCHASER and /or the transfer occupant shall sign, execute submit all declaration, deeds and documents and do all such acts, deeds and things as may from time to time be necessary or required by the VENDOR or the society in relation to the said premises, and furnish/ comply and observe all formalities from time to time as shall be necessary under any law for the time being in force.
- 15) That it is specifically provided that the VENDOR shall not be liable or responsible for compensation of any kind of damage or loss caused in the said R.C.C. Building due to natural calamities, act of god or the like reason which are beyond the control of the VENDOR.
- 16) That the PURCHASER shall have the right to obtain electric and telephone connection in their said premises in his/her/their own name(s) and at own cost, for which the VENDOR shall give 'No Objection' and shall further extend all sort of co-operation to the PURCHASER. That the PURCHASER shall be entitled to a

maximum load connection of _____ **KVA** from the transformer installed for the building. Any further increase or more load connection, if required by any Purchaser has to be arranged by the said Purchaser from his own means and sources without claiming or demanding the same from the VENDOR from the existing transformer.

- 17) That the VENDOR and thereafter the Society and its office bearers/ employees/ surveyors shall be entitled during reasonable hours with due intimation to the PURCHASER, to enter into and upon the said premises or any other part thereof for the purpose of making repairing, maintaining, cleaning, lighting and keeping in order and in good condition all sources, drains, pipes, cables, gutters, wires, structures belonging to or serving or used for the said building; and also for maintaining, repairing and testing electric wires or for similar or other purpose and/ or to view or examine the same and conditions of the said premises portions thereof. The PURCHASER shall be liable to make good immediately on receiving the notice about such defects and want of repairs.
- 18) That the PURCHASER shall have no any right over any other part including roof top area or any other portion of the said multi- storied building save and except the area of the said premises hereby conveyed, but however the PURCHASER will have the right to ingress and egress over and/or uses in respect of the other common amenities of the building as described in Schedule C and the purchaser can affix its antenna on the roof top (in southern part of the roof top measuring 1000 sq feet approx) of the building without disturbing other occupiers of the building with due consent of the Vendor.
- 19) That the PURCHASER shall be entitled to full enjoyment of area of the said premises and to all easement right of light, air or ingress or egress and all right of support and provisions to get water from the internal water supply system provided by the VENDOR in the said building including the use and services of common areas and amenities so long as they pays all dues on account of maintenance charges regularly and timely. However, the PURCHASER shall pay the proportionate charges and expenses for enjoying of common amenities or services. The Society shall bear the charges of land revenue on behalf of the VENDOR. The common areas and amenities are detailed in the Schedule "C" hereto given below. Any addition / alteration of the common areas and amenities shall be done at the sole discretion of the VENDOR only.
- 20) That all the registered Purchasers or occupiers shall bear the proportionate expenses for using the common areas and amenities and the proportionate expense shall be paid to the society/association as per rules. The payment of proportionate expenses shall become a statutory liability for the registered purchasers or occupiers for the enjoyment of common areas and amenities. Any flat or areas lying vacant/ unoccupied with the "VENDOR" shall be excluded for distribution of maintenance charges.
- 21) That it is further agreed and clarified that the liability of the PURCHASER in respect of the aforesaid costs, charges and expenses will commence from the

date of delivery of the possession of the said premises by the VENDOR to the PURCHASER i.e. the date of execution of this indenture, whichever is earlier, and it shall be applicable on each PURCHASER as per proportionate area of the premises occupied as per this indenture of the said building (_____).

- 22) That in case of any damage occurred or caused to the electric transformer, lift/elevator or DS panel board, water line, elevator, generator or common amenities- repair shall be done immediately by the Society/ Association at the proportionate cost of the premises owners/ occupiers and in that circumstances for any inconvenience caused to the premises owners/occupiers, the VENDOR shall not be liable. The Society/ Association and the premises owners/occupiers shall maintain the common areas and facilities in proper/lawful manner. The PURCHASER shall not make any addition/ alteration in the said premises including the outer elevation of the building without the written approval of the VENDOR. In the event, if any one do so and or/ cause any temporary or permanent damage to the structure of the building, that shall be made good at his/her/their own risk and cost; and the Society/ Association or concerned premises owners and VENDOR shall not be liable for the same.
- 23) That the terms and conditions hereby agreed upon between the VENDOR and the PURCHASER hereto shall be enforceable and binding upon any subsequent Transferee i.e. any person who shall acquire ownership of the said premises from the PURCHASER by way of sale, gift, exchange, mortgage or otherwise.
- 24) That the PURCHASER shall affix antenna at such specified place as the VENDOR specified at the building.
- 25) That if any act, rule or bye-laws is enacted by the Central or State Government to regulate the right and relationship between the premises owners inter-se or with the VENDOR and other premises owners then the provision of the said Act, rule, by-laws shall prevail upon and be binding upon all the parties.
- 26) That the said multi storied building shall always be known as "_____" and neither the flat/floor/space owners nor the Association or any other person will be entitled to change its name at any point of time in future.
- 27) That the roof top of the said RCC Building on the aforesaid land of Schedule A will be the exclusive property of the VENDOR and none of the PURCHASER shall be entitled to make any claim or demand for use and enjoyment of the same from the VENDOR.
- 28) That the possession of the Said Premises has been handed over to the PURCHASER and the PURCHASER hereto shall quietly and peacefully continue hold, possess and enjoy the said premises without any interference from the VENDOR hereto but subject to the stipulations and restrictions contained herein and subject to rules and regulations of building/ Association / Society.

- 29) That the Said Premises as described in the Schedule B has been sold together with undivided proportionate share of _____ **Lessas** of Land over which the building is constructed and standing.
- 30) That the said premises has been sold to the PURCHASER along with right to use of **one Car Parking Space** either covered or open being marked as **No.** _____ on the ground floor of the said multi storied building or outside the plinth area and the PURCHASER shall be entitled to park his/her/their vehicle (small car / two wheelers) thereon at the marked place as allotted by the VENDOR. The PURCHASER or his/her/their full blood relative or descendants shall only be entitled to park vehicle in the allotted parking space only. Extra Vehicle of any kind will not be allowed to park on any part of the building unless and until permitted by the VENDOR. Also all vacant parking space of the building shall be the property of the VENDOR and he can allot the same at any time to any person or persons of his choice.
- 31) That the PURCHASER and/or subsequent transferee / occupier of the Said Premises will have no right to get separated the properties hereinafter sold with other portion of the said building. Further, the PURCHASER or any other occupier shall not be entitled to dismantle, demolish or destroy and part/portion of the Said Premises causing any type of damage to the said building and / or other floors therein.
- 32) That notwithstanding anything contrary to this clause, the VENDOR shall remain the absolute & lawful owner of any property developed or constructed, forming part of the building "_____" and the right of any modification, alteration or construction shall exclusively vest with the VENDOR only.

SCHEDULE A – LAND AS REFFERED HEREIN ABOVE

SCHEDULE 'A'

ALL THAT the piece and parcel of a plot of land measuring, 1 Bigha, covered by Dag No. 89 of K.P. Patta No. 02 situated at Revenue Village, Gog under Mouza Ramcharani, under Azara Revenue Circle, in district of Kamrup, Assam which is bounded by:

NORTH : Road

SOUTH : Road

EAST : Land of Dag No: 89 belongs to Dimbeswar Baishya

WEST : Land of Dag No: 89 belongs to Bipin Das

ALL THAT the Floor Space bearing No: ____ on the ____ Floor admeasuring _____ Sq Ft Carpet Area having super builtup Area _____ Sq Ft approx. with Balcony _____ Sq Ft. on the multi-storeyed building known as "“SANSKAR RATNA VILLA” constructed on Land as described above in the District of Kamrup Metro, Assam along with proportionate undivided share of land & bounded as follows:

North :

South:

East :

West:

SCHDULE "C"
(COMMON AREAS & AMENITIES AS REFERRED HEREIN ABOVE)

Common areas and amenities includes, approach road for ingress and egress, staircases upto terrace, driveway for car, common drain, common sanitary fittings for water supply and water outlet, safety tank, elavator, generator, fire system and water boring and water tanks meant for common use.

IN WITNESSES WHEREOF, THE VENDOR AND THE PURCHASER HAVE SIGNED ON THIS DEED ON THE DAY, MONTH AND THE YEAR FIRST WRITTEN HEREIN ABOVE AFTER HAVING GONE THROUGH AND UNDERSTANDING ALL THE TERMS AND CONDITIONS WRITTEN HEREIN ABOVE AND ACCEPTING THE SAME.

WITNESSES: -

1.

VENDOR

2.

PURCHASER

Drafted as per instructions and
direction of both the parties: -

MEMO OF CONSIDERATION / SCHEDULE OF PAYMENT

Date	Cheque No.	Bank	Amount (Rs)
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		Total	
(Rupees		Only)	

VENDOR

PURCHASER