

SALE DEED

This **DEED OF SALE** is made and executed on this day of 2022 at Guwahati.

-By-

SHINE SEVEN DEVELOPERS (PAN: ADJFS9276Q), a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at 201, Anupam Building, near Railway Gate No. 8, A.T. Road, Bharalumukh, Guwahati - 781009, P.O. & P.S.- Bharalumukh, District : Kamrup (Metro), Assam, represented by one of its Partner, **Shri Amit Kumar Jain (PAN : AERPJ0798K)**, son of Shri Suresh Kumar Jain, aged about **36 years**, permanent resident of T.R. Phookan Road, Fancy Bazar, Guwahati - 781001, hereinafter referred to as the **"VENDOR/SELLER/PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her / their assigns) of the **ONE PART**

-IN FAVOUR OF-

..... (**PAN:**), wife/SON/DAUGHTER ofaged about ... years... resident of, Assam hereinafter called the **"VENDEE/PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted a assigns) of the **OTHER PART**

WHEREAS, the original land owners are -

A. SRI PAWAN CHOWDHURY, son of Late Girin Chowdhury & **SMT. MADHUSMITA CHOWDHURY**, wife of Sri Pawan Chowdhury, both are resident of House No. 26, Ambari, P.O.: -Uzan Bazar, P.S.- Latasil, Guwahati – 781001, District:- Kamrup (Metro), Assam, hereinafter jointly referred to as **"OWNER NO. 1"** are the absolute owner and recorded pattadar and possessor in respect of land measuring 9 Bigha - 1 Katha - 3 Lechas covered by Dag No. 723 & 694 of K.P. Patta No. 98 & 52, situated at Village:-Kahikuchi, Mouza -Dakhin Rani , District- Kamrup

(Metro), Assam vide sale deed Nos: 4696, 4697 & 93 Dated: 15/11/1989 & 22/3/2002 registered at the office of Senior Sub -Registrar Kamrup, Guwahati, Assam.

B. SMT. AMRITA DAS, wife of Late Pratap Chandra Das & **SRI UTPAL DAS & SRI BISWAJYOTI DAS**, both are sons of Late Pratap Chandra Das, all are residents of Godhuli Bazar, village:-Azara, Guwahati, District-Kamrup (Metro), Assam hereinafter referred to as **“OWNER NO. 2”** are the absolute owner of and recorded pattadar and possessor in respect of land measuring 2 Bighas – 2 Kathas of Dag No. 690 of K.P. Patta No. 142, situated at Village - Kahikuchi, Mouza - Dakhin Rani, District – Kamrup (Metro), Assam by way of inheritance as legal heir of Late Pratap Chandra Das who was the owner of this plot of Land. They inherited the entire aforesaid area of land and their names were duly mutated over the area of land in place of their husband/father as per order of the Circle Officer on Chitha dated 11/11/2011.

C. SMT. RUNU JAINA, wife of Mr. Anil Jaina & **SMT. DIMPLE JAIN**, wife of Sri Rajesh Jain, both are residents of C. K. Sarawgi Campus, Kedar Road, Guwahati – 781001, P.S.- Bharalumukh, District- Kamrup (Metro), Assam hereinafter referred to as **“OWNER NO. 3”**; are the absolute owner of and recorded pattadar and possessor in respect of land measuring 3 Kathas -6 Lechas covered by Dag No. 691 of K.P. Patta No. 206, situated at Village –Kahikuchi, Mouza - Dakhin Rani, District-Kamrup Metro vide sale deed No: 9545 Dt: 06/10/2012 registered at the office of Senior Sub - Registrar Kamrup (Metro), Guwahati, Assam.

D. SHINE REALTORS PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its registered office at Shine Towers, 5th Floor, 57, Sati Jaymati Road, Arya Chowk, P.O. Rehabari, Guwahati – 781008, P.S. - Paltan Bazar, District - Kamrup (Metro), Assam and represented by its authorized Director Sri Rajesh Jain, son of Sri Kapoor Chand Jain, resident of C. K. Sarawgi Campus, Kedar Road, Guwahati- 781 001, P.S.- Bharalumukh, duly Authorised vide the Resolution of the Board of Directors Dated May 23, 2017 hereinafter referred to as **“OWNER NO. 4”** is the absolute owner of and recorded pattadar and possessor in respect of land measuring 5 Bighas - 3 Kathas - 11 Lechas covered by Dag No. 691/692/693 & 723 of K.P. Patta No. 206/52/122 & 98, situated at Village:- Kahikuchi, Mouza - Dakhin Rani, District – Kamrup (Metro) vide sale deed Nos: 11241,

11198, 9919 & 11195 dated 23/12/2011, 22/12/2012, 02/11/2011 & 27/11/2012 respectively registered at the office of Senior Sub - Registrar Kamrup (Metro), Guwahati, Assam.

AND WHEREAS the Promoter and the **OWNER NOS. 1, 2, 3 & 4** had entered into a Development Agreement dated 3rd day of July 2017 registered as document No: 6521 vide Serial No. 9052 on 15th day of July 2017 at the office of Senior Sub - Registrar Kamrup (Metro), Guwahati, Assam and an Irrevocable General Power of Attorney was also executed by the **OWNER NOS. 1, 2, 3 & 4** in favour of the **PROMOTER** dated 3rd July 2017 and registered at the office of Senior Sub - Registrar Kamrup (Metro), Guwahati, Assam vide serial no. 9053, Deed No. 2323 on 15th July 2017,

AND WHEREAS the land of Owner Nos. 1, 2, 3 & 4 as mentioned above and morefully described in **SCHEDULE 'A'**; hereunder and hereinafter stated as "Said Land" is free from all encumbrances, liens, charges, litigations, claims or demands whatsoever and the said land is neither mortgaged, exchanged, gifted nor sold nor any agreement thereof is made.

AND WHEREAS the Said Land is earmarked for the purpose of building a residential cum commercial project, comprising 1096 nos. of apartments and the said project shall be known as "**SHINE SANSAAR**"

AND WHEREAS in pursuance of the Development Agreement the VENDOR herein as a PROMOTER and developer had duly applied before the appropriate authorities and has obtained the necessary permission from Guwahati Metropolitan Development Authority (GMDA) vide Planning Permit No. GMDA/BP/2758/17112008/450-A dated. 14-8-2017 and the Kahikuchi Gaon Panchayat has granted the necessary Building Permit to develop the Project vide approval dated 30-8-2017 bearing NOC No. KGP/36/2017-18/184 and subsequently modified vide approval dated 28-12-2017 bearing No. KGP/36/2017-18/213.

AND WHEREAS M/S SHINE REALTORS PRIVATE LIMITED, the Confirming Party so described in the Development Agreement herein above, on behalf of Owner Nos. 1, 2, 3 & 4 had obtained the necessary permissions and no-objection certificates including final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may

be, from Kahikuchi Gaon Panchayat and other competent authorities and that Shine Realtors Private Limited has duly authorized the Promoter to act on its behalf by virtue of the Power of Attorney stated herein above.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Assam Real Estate Regulatory Authority at Guwahati under Registration No. **ARERAKMPPROJ2017-1**.

AND WHEREAS it was also agreed in terms of the said development agreement that the VENDOR herein above shall be entitled to appropriate the entire consideration amount payable in respect of the flat and/or units allocated to the VENDOR and the said consideration amount paid by the Purchaser shall be inclusive of the cost of construction as well as the sale of undivided proportionate share in the land attributable to the said flat or unit and the VENDOR is fully satisfied in respect of the receipt of the consideration amount paid by the PURCHASER to the VENDOR herein.

AND WHEREAS in pursuance of the said development agreement, the VENDOR is entitled to receive and appropriate the entire consideration to be paid by the PURCHASER in respect of sale and transfer of all that a Flat and/or Unit No....., having a carpet area of Sq.Ft. (SBUA SQ.FT.) on the Floor of the Block -, Wing -, along with a parking space in the residential cum commercial complex known as "SHINE SANSAAR" situated at Rani Road, Opposite BSF Headquarter, Near Azara Railway Station, Kahikuchi, Guwahati - 781017, Assam.

AND WHEREAS the PURCHASER having come to know the intention of the VENDOR to sell the flats had approached the VENDOR and showed his/her/their desire to purchase the above-mentioned flat constructed at the said premises which is a part of the VENDOR'S allocation in the said residential complex together with undivided proportionate impartible share in the land measuring 0.....ARE comprised in the said land attributable and/or appertaining thereto and together with the right to use and enjoy the common areas and facilities and amenities of the said residential complex attached therewith and the VENDOR having found the proposal of the PURCHASER suitable in all respect, agreed to sell the above-mentioned flat more particularly described in the **SCHEDULE- B** hereunder for a total consideration of **Rs./-**

(Rupees) only subject to covenants, stipulation, restrictions, terms and conditions recorded in this Sale Deed.

AND WHEREAS, in this Deed of Sale the pronouns "He", "She", "His", "Her" and "It" shall mean and be construed to have been used to mean any person male or female, a firm, company or any other legal entity capable of holding property and the "Singular" shall include the "Plural" and vice-versa, if the contents so admit.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :-

1. That in consideration of the payment of a sum of **Rs./- (.....)** **only** as sale price out of which **Rs./- (.....)** only has been paid by the Purchaser, and the Purchaser has paid the balance of **Rs./- (Rupees)** only at the time execution of the Sale Deed vide NEFT No.dated drawn on and the Seller/Vendor hereby convey, transfer and assign the BHK Flat No. B- in Block - ..., Wing -, measuring sq. feet Carpet area (SBUA SQ.FT.) on the Floor of the residential cum commercial complex known as "**SHINE SANSAAR**" together with one parking space and along with undivided and unspecified proportionate share of land to the extent of 0..... **Are** in all that a piece or parcel of plot of land more particularly described in the **SCHEDULE-A** given hereunder, whereupon the said residential cum commercial complex now exists and the Purchaser has now become lawful owner and possessor of the aforesaid flat pursuant to this Deed of Sale signed and executed and the said flat is free from all encumbrances, and with all that estate, right, title and interest in the property described herein above and also herein below and every part thereof and **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser without any claim or demand whatsoever from the Vendor and/or the Developer/ Builder and/or any other persons claiming through them.

2. That the Vendor will deliver the khas and vacant possession of the said flat to the Purchaser on receipt of total consideration amount. Further, the Purchaser hereby declares that they are fully satisfied with design, construction and internal work of the flat along with the external construction work of the building.

3. That the Vendor has transferred by way of sale its right, title, interest and possession over the flat along with undivided proportionate

share of land fully and specifically described in the **SCHEDULE - B** hereunder, free from all encumbrances, charges, liens, whatsoever in respect of the said flat together with the right of ingress and egress, the right of use of common areas, amenities, etc. and also together with the benefits of all rights, liberties, easement, appendages, appurtenances, estate, right, title and interest, whatsoever, of the Vendor in the said flat. The Purchaser shall have the absolute right to possess and to transfer the property hereby conveyed without any interference or interruption either from the Vendor or any person or persons claiming under it. The Purchaser shall also have the absolute right to use the common areas and amenities provided in the said residential cum commercial complex without any interference from any corner as long as the Purchaser pays their dues on account of maintenance charges regularly and timely.

4. That the Purchaser shall on the strength of this Sale Deed be able to mutate their names in the records of Kahikuchi Gaon Panchayat / Municipal Corporation as the case may be and also provide allotment of electric connection as agreed upon relating to the said flat and the Vendor shall give its No objection if required. However, in the event of any such requirement, this statement made herein shall be construed as the consent or no objection by the Vendor.

5. That from today onwards the Purchaser and his/her/their heirs, successors, administrators shall enjoy the right, title and interest over the said flat along with the undivided proportionate share of land including the right to transfer, lease, let out, lien and mortgage the said flat, which is specifically mentioned in **SCHEDULE -B** before any bank or financial institution for obtaining any types of loan.

6. That the work relating to the maintenance, repair and replacement of common areas and facilities and the making of any additions for improvements thereto shall be carried out in accordance with decision of the said Society/ Association which will be formed by the owners of flat/buildings and the Purchaser as per decision of the Bye-law to be framed.

7. That the Vendor hereby declare and assures the Purchaser that the property sold by virtue of this Deed of Sale is free from all encumbrances and they have a good and marketable title, right and interest hereupon and in case any encumbrance of whatsoever nature is detected or comes to light later, the Vendor shall be liable to fully compensate the Purchaser to the extent of any loss, damage or expenses incurred by the Purchaser on account of such encumbrances.

8. That the Vendor further declare and assures the Purchaser for peaceful enjoyment of the said flat described in **SCHEDULE - B** without any interruption either from the Vendor or its partner(s) as well as original owners of the land as mentioned in the schedule property and/or any other person or persons claiming through him/her/them and/or his/her/their relatives, near and dear ones including his/her/their family members. The Vendor hereby specifically declares that there is no dispute in respect of ownership and/or possession of the schedule property with any person including original owner and/or any heirs, successors, representatives, administrators etc.

9. That if due to force majeure, natural calamities or natural wear and tear, the said residential cum commercial complex or any part thereof is demolished or damaged, in that case each flat owner/occupier of the respective building including the Purchaser shall have the right to reconstruct his/her/their flat in the same floor and in the same location it exists. All or any disputes arising out or touching upon or in relation to this matter, it shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act.

10. That from time to time the Vendor and the Purchaser 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 Purchaser in relation to the said flat and furnish/comply and observe all formalities from time to time as shall be necessary under any law for the time being in force.

11. That the Purchaser shall not use the said flat in such a manner or commit any such act, which may in any manner cause nuisance or annoyance to the Vendor or other occupants of the said residential cum commercial complex or of the neighbouring properties.

12. That the Purchaser shall not throw or accumulate any dirt, rubbish, waste, facets, toilet or other refuges or permit the same to be thrown or accumulated or let the same to be accumulated in any common space or any portion of the said residential cum commercial complex or otherwise cause unhygienic condition or pollution within the building complex.

13. That the Purchaser shall be entitled to full enjoyment of area of the flat hereby conveyed 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/Promoter in the said building including the use and services of common areas and amenities so long as he/she/they pay his/her/their dues on account of maintenance charges regularly and timely. However, the Purchaser shall pay the proportionate cost, charges and expenses for the supply of the electric energy, water supply, lift, maintenance, Municipal tax and charges, property taxes and all other costs, charges and expenses for enjoying of common amenities or services. The common areas and amenities and the maintenance charges and other charges as mentioned above shall be paid to the Vendor/ Association.

14. That the Purchaser shall not keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said unit or in the common area and not to block any common areas of the building and/or residential complex in any manner and also shall not keep any heavy article or thing or operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any unit and no agent or employees of the Purchaser shall be entitled to stay and/or sleep in the common area.

15. That the Purchaser shall not hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof.

16. That the Purchaser shall not use the said unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage, discomfort, nuisance or inconvenience to the other users and occupiers of the said residential cum commercial complex and the neighbouring premises and shall not use the said unit for any illegal or immoral purposes.

17. That the Purchaser shall not obstruct or object to the Promoter for carrying out or permitting anyone to do any construction, alteration or work in the said building and/or residential cum commercial complex.

18. That the Purchaser shall not do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said residential cum commercial complex be in any way prejudicially affected or vitiated.

19. That the Purchaser shall not put anything in the sinks or lavatories which can lead to stoppage in the pipes or drain serving in the said residential cum commercial complex.

20. That the Purchaser shall not do anything whereby the other co-Purchasers are obstructed in or prevented from quiet enjoyment of their respective units or jointly of the common parts.

21. That the Purchaser shall not claim any right in any part of the building other than the unit purchased and also shall not claim any partition or sub-division of the land and/or common parts.

22. That the Purchaser shall not claim any right whatsoever of use or otherwise over the roof of the building and also the Purchaser shall be permitted to install his/her/their name plate outside the main door of his/her/their flat only.

23. That the Purchaser shall observe and comply with all the rules and regulations framed by the Vendor or maintenance agency or Flat Owners Association for the time being of the said building as the case may be.

24. That the Purchaser shall not obstruct the developer and/or Flat Owners Association from carrying out any obligation and/or duties for the maintenance of the said building or any common parts or utilities.

25. That the Purchaser will be entitled to obtain mutation in his/her/their name to the extent of his/her/their undivided proportionate share of land measuring 0..... **Are** in Government Records on the strength of this Deed of Sale.

26. That the Purchaser hereby covenants and undertakes that as soon as possible duly associate himself/herself/themselves with all the flat owners and will form an Association for the residential flat/floor occupying the spaces in the building.

27. That if any Act, Rule or Bye-law is enacted by the Central or State Govt. to regulate the right and relationship between the residential flat/floor owners inter-se or with the builder and residential flat/floor owner then the provisions of the said Act, Rule, Bye-law shall prevail upon and be binding upon all the parties

28. That the said residential cum commercial complex shall always be known as "**SHINE SANSAAR**" and this name shall not be changed/modified at any time without the written approval of the Vendor/Promoter.

29. That the Scheduled Property is free from all encumbrances and the parties hereto have obtained necessary approval/permission/No Objection Certificate from the Office of the Deputy Commissioner,

Kamrup (Metro), Guwahati **vide No. dated**

30. That the Purchaser shall bear the cost of stamp paper and payment of registration fees and all legal and incidental expenses thereto.

31. That the terms and conditions or clauses contained in this Deed of sale shall prevail and/or supersede over any or all other projections, assurances, brochures, specifications, writing, printed material advertisement etc. that may have been made printed and/or circulated by the vendor.

SCHEDULE 'A' – DESCRIPTION OF LAND

ALL THAT a plot of land measuring more or less 18 (eighteen) Bighas in K.P. Patta Nos. 142, 206, 52, 122 and 98, Dag Nos. 690,691,692,693,694 and 723 situated in village – Kahikuchi, Mouza – Dakhin Rani, Circle – Azara, Police Station – Azara, District- Kamrup (Metropolitan), Assam, Land Classification : Residential (Natun Basti), butted and bounded by:

North: Dag Nos: 722

East: Dag nos 933, part of Dag No 692 and Road

South: Dag no 931

West: Dag Nos. 928, 724 and part of 725

Consumer no. 025010060307

SCHEDULE – B (DESCRIPTION OF FLAT)

ALL THAT a BHK Flat bearing **Flat No.**, on the **Floor** in **Block –, Wing –**, measuring **Sq. Ft. Carpet Area** (SBUA SQ.FT.) in the residential cum commercial complex known as "**SHINE SANSAAR**" situated at Rani Road, Opposite BSF Headquarters, Near Azara Railway Station, Kahikuchi, Guwahati – 781017, Assam, along with undivided proportionate share of **land measuring 0..... Are**, in **Dag No. of K.P. Patta No.** of Revenue Village : Kahikuchi, under Mouza – Dakhin Rani, together **with 1 (one) parking** space in the said residential cum commercial complex along with common amenities.

IN WITNESS WHEREOF, both the parties have put their respective signatures on this DEED OF SALE in sound mind and health with full knowledge without any coercion on the day, month and year first above written at Guwahati in presence of the following witnesses.

WITNESSES

SIGNATURE OF VENDOR /SELLER

1.

2.

SIGNATURE OF VENDEE/ PURCHASER

Drafted by :

**PRAMOD KUMAR BAJAJ
ADVOCATE
GAUHATI HIGH COURT
OPPOSITE K.B. JINEE MART
NEAR BATHOW MANDIR
GANESHPARA, GUWAHATI- 25
M-NO. 8638501196/9864095183**