

234
304

DEED OF SALE

THIS DEED OF SALE is made and executed on this the _____, at Guwahati.

- BY -

1) **SRI KISHORE KUMAR AGARWAL** (PAN No. - AEJPA0912N) (Aadhar No. - 6519 4342 6372), son of Late Murlidhar Agarwal and Late Bhagwati Devi Agarwal, aged about 64 years 2) **SMT. ASHA AGARWAL** (PAN No. - AEIPA7976F) (Aadhar No. - 7562 8045 2994), daughter of Late Sanwarmal Kejriwal and Smt. Hardei Devi Kejriwal, wife of Sri Kishore Kumar Agarwal, aged about 62 years and 3) **SRI SUBHAM AGARWAL** (PAN No. - AOTPA3402K) (Aadhar No. - 3282 2946 4001), son of Sri Kishore Kumar Agarwal and Smt. Asha Agarwal, aged about 29 years, all by Religion - Hindu, all resident of House No.29(A), Seshaadhri - Nilay, D. Neog Path, 5th Bye Lane, Ananda Nagar, Behind Dona Planet, G.S. Road, Post Office - Dispur, Police Station - Bhangagarh, Pin Code - 781005, City - Guwahati, District - Kamrup (Metro), State - Assam, India, hereinafter called and referred to as the "**LANDOWNERS**" represented by their true and lawful attorney holder namely - "**M/S PRIYASHI AASHI DEVELOPERS PVT. LTD.**" (CIN- U45209AS2010PTC010248) (Pan No.AAFCP7531D), a Company incorporated under the Companies Act, 1956, having its registered office at No.GA, Ground Floor, Aashi Anupama Heights, B.R.P. Road and T.R.P. Road, Post Office & Police Station - Bharalumukh, Pin Code - 781009, City - Guwahati, District - Kamrup (Metro), State - Assam, India, represented by one of its Director - **SRI SANDEEP AGARWAL**, (Pan No. ABVPA3138R), son of Late Prakash Chandra Agarwala, authorized vide **Board Resolution Dated- 27/01/2022**, by virtue of the **Registered General Power of Attorney** bearing **Serial No.7761, Deed No.5181, Dated - 13/06/2019**, registered at **Office of The Sub-Registrar, Kamrup (Metro) Guwahati**, hereinafter called and referred to as the "**SELLER**" (which expression shall, unless and otherwise repugnant to the context and meaning made herein, include its successors-in-office, representatives, assignees, attorneys, etc.) of the **ONE PART**.

- IN FAVOUR OF -

_____, son/daughter of _____ and _____, wife of _____, aged about _____ years, by religion _____ and permanent resident of _____, Post Office - _____, Police Station - _____, Pin Code - _____, City - _____, District - _____, State - _____, hereinafter called and referred to as the "**PURCHASERS**" (which expression shall, unless and otherwise repugnant to the context and meaning made herein, include his heirs, successors, assignees, representatives, attorneys, etc.) of the **OTHER PART**.

Whereas, (i) **Sri Kishore Kumar Agarwal**, (ii) **Smt. Asha Agarwal** and (iii) **Sri Subham Agarwal**, are the absolute and lawful owners of a plot of land measuring in total

285
305

8 Bighas 1 Katha 0.58 Lechas, out of which land measuring 3 Bigha 4 Katha 1.19 Lechas is covered by Dag No.386 (Old) / 748 (New) of K. P. Patta No.159 (Old) / 1228 (New), land measuring 1 Katha 12.87 Lechas is covered by Dag No.393 (Old) / 747 (New) of K. P. Patta No.241 (Old) / 1611 (New), land measuring 1 Katha 11.15 Lechas is covered by Dag No.394 (Old) / 749 (New) of K. P. Patta No.241 (Old) / 1612 (New), land measuring 1 Katha 2.04 Lechas is covered by Dag No.395 (Old) / 750 (New) of K. P. Patta No.241 (Old) / 1613 (New) and land measuring 3 Bigha 2 Katha 13.33 Lechas is covered by Dag No.385 (Old) / 809 (New) of K. P. Patta No.85 (Old) / 888 (New), all of Revenue Village - Betkuchi, Mouza - Beltola, situated at N.H. - 37, Opposite D. T. O. Office, Guwahati - 781018, District Kamrup (Metro), Assam, the said land is fully and specifically described in the "**SCHEDULE - A**" hereunder and for the sake of brevity hereafter called and referred to as the "**Schedule - A Land**".

And Whereas, the "**Schedule - A Land**" is free from all encumbrances, liens, charges, litigations, claims or demands whatsoever and the property is neither mortgaged, exchanged, gifted nor sold nor any agreement thereof is made.

And Whereas, the above named **Landowners** have entered into a **Registered Deed of Agreement** for development of the "**Schedule - A Land**", bearing **Serial No.7759, Deed No.5457, Dated- 13/06/2019**, with the above named Seller - "**M/S PRIYASHI AASHI DEVELOPERS PVT. LTD.**" (CIN- U45209AS2010PTC010248) (Pan No.AAFCP7531D), a Company incorporated under the Companies Act, 1956, having its registered office at No.GA, Ground Floor, Aashi Anupama Heights, B.R.P. Road and T.R.P. Road, Post Office & Police Station - Bharalumukh, Pin Code - 781009, City - Guwahati, District - Kamrup (Metro), State - Assam, India, represented by one of its Director - **SRI SANDEEP AGARWAL, (Pan No. ABVPA3138R)**, son of Late Prakash Chandra Agarwala, authorized vide **Board Resolution Dated- 27/01/2022** and the said above mentioned **Landowners** have also **Appointed, Nominated And Constituted** the said Seller - "**M/S PRIYASHI AASHI DEVELOPERS PVT. LTD.**" (CIN- U45209AS2010PTC010248) (Pan No.AAFCP7531D), a Company incorporated under the Companies Act, 1956, having its registered office at No.GA, Ground Floor, Aashi Anupama Heights, B.R.P. Road and T.R.P. Road, Post Office & Police Station - Bharalumukh, Pin Code - 781009, City - Guwahati, District - Kamrup (Metro), State - Assam, India, represented by one of its Director - **SRI SANDEEP AGARWAL, (Pan No. ABVPA3138R)**, son of Late Prakash Chandra Agarwala, authorized vide **Board Resolution Dated- 27/01/2022**, as their **LAWFUL ATTORNEY**, for the development of the "**Schedule - A Land**" by constructing a **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project**, under the name and style of "**AASHI VILLE**", comprising of **2 (Two) Numbers of Blocks, Block A/Commercial Block** - consisting of **Basement plus Ground Floor plus Six Upper Storied Building**, **Block B/Residential Block** consisting of **4 (Four) Numbers of Clusters**, namely **Cluster 1, Cluster 2, Cluster 3 and Cluster 4** - consisting of **Basement plus Ground Floor plus Eleven Upper Storied Building**, thereon and by virtue of the said Agreement for Development of Property and General Power of Attorney, the **Seller** is entitled to construct the said **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project** over the "**Schedule - A Land**" and to sell

238
306

the individual **Residential Flat/Unit/Commercial Space/Shop/Office/etc.**, along with **Car Parking Spaces** and the undivided impartible indivisible proportionate share in the **"Schedule - A Land"** and the right to use the common areas and facilities/amenities attached to the **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project** to the intending Purchasers.

And Whereas, the **Seller** had constructed a **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project**, comprising of comprising of 2 (Two) Numbers of Blocks, **Block A/Commercial Block** – consisting of Basement plus Ground Floor plus Six Upper Storied Building, **Block B/Residential Block** consisting of 4 (Four) Numbers of Clusters, namely **Cluster 1, Cluster 2, Cluster 3** and **Cluster 4** – consisting of Basement plus Ground Floor plus Eleven Upper Storied Building and the said **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project** shall always be known as **"AASHI VILLE"**, located at N.H. – 37, Opposite D. T. O. Office, Near IOCL Bottling Plant, Pin Code – 781034, Post Office – Betkuchi, Police Station – Garchuk, City – Guwahati, District - Kamrup (Metro), State – Assam, India, over the **"Schedule - A Land"** after obtaining necessary Planning Permit from **Guwahati Metropolitan Development Authority** vide **Memo No. GMDA/BP/1573/07082015/275 dated 21-05-2020** and the Final Layout Plan Approvals and necessary Building Construction Permission/No Objection Certificate for construction of the above mentioned **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project**, from the office of the **Guwahati Municipal Corporation** vide **Memo No. GPL/BP/06/419/23052016/275/239 Dated 30-12-2020**, in the name of **Sri Kishore Kumar Agarwal, Smt. Asha Agarwal and Sri Subham Agarwal, i.e., the Landowners**, after registering the above mentioned project under the provisions of the Act with the **Assam Real Estate Regulatory Authority (ARERA)** at Guwahati on _____ under **Registration No. _____**, the said **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project**, is fully and specifically described in the **"SCHEDULE - D"** hereunder and for the sake of brevity hereafter called and referred to as the **"Schedule - D Building"**.

And Whereas, the **Purchasers**, having gone through the above-mentioned deeds, documents etc. and upon becoming fully satisfied about the right, title, interest, authority and power of the **Seller** to proceed and complete the construction of the **"Schedule-B Building"** over the **"Schedule - A Land"**, with the right to enter into **Agreement for Sale** with him/her/them/it in its own name and to ultimately get the **Sale Deed** executed in his/her/their/it's favour after making payment of full consideration amount, has entered into negotiations with the **Seller** to purchase one **Residential Apartments/Flats/Units/Commercial Offices/Shops/etc.**

And Whereas, the **Purchasers** has demanded from the **Seller** and the **Seller** in turn have allowed the **Purchasers** to inspect the construction site, lay-out and other plans, ownership record of land in the **"Schedule - A Land"**, right and authority to act as the absolute owner of the **"Schedule - A Land"** and the **"Schedule-B Building"**, and all other documents relating to the title, competence and all other relevant details and after going through all such documents the **Purchasers** has/have

287
307

confirmed that he/she/they/it is/are fully satisfied in all respects and agrees that there shall be no objections by the **Purchasers** in this regard and the competency of the **Seller**.

And Whereas, the **Purchasers** further acknowledges that the **Seller** has readily provided all information and clarifications as required by him/her/them/it and that he/she/they/it had not relied upon and/or is not influenced by any architect's plans, sales plans/model flat, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the **Seller** including but not limited to any representations relating to description or physical conditions of the "**Schedule - A Land**", the "**Schedule-B Building**" or the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. or the size or dimensions of the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. or the rooms therein or any other physical characteristics thereof, the services to be provided to the **Purchasers**, the estimated facilities/amenities to be made available or any other data except as specifically represented in this **Deed of Sale**, and that the **Purchasers** has/have relied solely on his/her/their/its own judgment and investigation in deciding to enter into this **Deed of Sale** and to purchase the said Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. In no event, oral or written representations or statements shall be considered to be a part of this **Deed of Sale** and this **Deed of Sale** is self-contained and complete in itself in all respect.

And Whereas, the **Seller** is desirous to sell on ownership basis one number of **Unit/Apartment No.**____, having **Carpet Area** ____ **Square Feet (Having** ____ **Square Feet Chargeable Area and** ____ **Square Feet Built-Up Area)**, on the ____ **Floor**, in the "**Cluster-**____", in the "**Block-**____", in the "**Schedule-B Building**" namely "**Aashi Ville**", located at N.H. - 37, Opposite D. T. O. Office, Near IOCL Bottling Plant, Pin Code - 781034, Post Office - Betkuchi, Police Station - Garchuk, City - Guwahati, District - Kamrup (Metro), State - Assam, India, standing over the "**Schedule- A Land**" and also **Along With Balcony Area** ____ **Square Feet and Outer and Inner Periphery Walls** ____ **Square Feet and** ____ **Numbers of Covered/Open Car Parking Space, Together With** undivided, proportionate, impartible, right, title and interest/ share in the land measuring ____ (**Zero point Four Zero**) **Ares** within the "**Schedule- A Land**" herein, **Together With** right to use common areas and facilities/amenities attached therewith, to the intended **Purchasers** and the Purchasers(s), the **Purchasers** having come to know about the proposed sale by the **Seller** on ownership basis of the aforesaid Residential Apartments/Flats/Units/Commercial Offices/Shops/etc., which is more fully and specifically described in the "**Schedule-E**" hereunder and for the sake of brevity hereafter called and referred to as the "**Schedule-C Residential Flat/Commercial Space**", has approached before the **Seller** and expressed his intention to purchase the aforesaid Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. on ownership basis and the **Seller** having found the proposal of the **Purchasers** suitable and reasonable in all respects agreed to sell the "**Schedule-C Residential Flat/Commercial Space**" at a total consideration of **Rs.**_____.

Sandip Dey

228
308

And Whereas, in these presents the pronouns "He", "She", "His", "Her" and "It" shall mean and be construed to have been used to mean any person (male/female) firm, company or any other legal entity capable of holding property. "Singular" shall include the "Plural" and vice-versa, if the content so admits.

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS: -

1. That in pursuance of the said agreement reached and the statements made herein above, the **Seller** has decided to transfer the right, title, interest and possession of the said "**Schedule-C Residential Flat/Commercial Space**" in favour of the above named **Purchasers** and the **Purchasers** have paid the total sum of _____, to the above named **Seller**, the receipt whereof the **Seller** does hereby admit, acknowledge and confirm in full and final satisfaction and in token thereof, the **Seller** has executed this **Deed Of Sale** in favour of the above named **Purchasers**.
2. That the **Seller** has transferred by way of sale its right, title, interest and possession over the said "**Schedule-C Residential Flat/Commercial Space**" which is free from all encumbrances, charges, liens, litigation claim or demand of whatsoever nature and kind together with the benefits of all rights, liberties, easement, appendages, appurtenances, estate, right, title and interest, appropriate claim, whatsoever, of the **Seller** in the said "**Schedule-C Residential Flat/Commercial Space**" **To Have And To Hold** the same absolutely with permanent, heritable and transferable right forever and to enjoy the same without any interference or interruption either from the **Seller** or any person or persons claiming under them on the terms and conditions of this **Deed of Sale** executed in favour of the **Purchasers**. The **Purchasers** shall have the absolute right to use the common areas and amenities provided in the said "**Schedule-B Building**" without any interference from any corner as long as the **Purchasers** pays their dues on account of maintenance charges regularly and timely.
3. That the **Seller** has already delivered khas and vacant possession of the said "**Schedule-C Residential Flat/Commercial Space**" to the **Purchasers** on receipt of the total consideration amount and the **Purchasers** has accepted the said possession by its meets and bounds.
4. That the **Seller** hereby declares that the above-named original **Landowners** have got valid, good and lawful right, title and interest and through the Constituted Attorney from the above-named original **Landowners**, the said **Seller** has the power to transfer the said "**Schedule-C Residential Flat/Commercial Space**" hereby conveyed.
5. That the **Purchasers** shall have full and absolute proprietary rights together with permanent hereditary and absolute right of use and occupation of the said "**Schedule-C Residential Flat/Commercial Space**" save and except that of demolishing or committing waste in respect of the said "**Schedule-C Residential Flat/Commercial Space**" and the said "**Schedule-B Building**" in any manner so as to affect the occupants of other Flats of the said "**Schedule-B Building**" who

839
309

have already purchased and acquired or may hereafter purchase or acquire similar type of rights from the **Seller**.

6. That the **Purchasers** undivided indivisible proportionate share/right in the "**Schedule-A Land**" shall remain joint for all times to come, with other Purchasers / Occupiers, Owners and/or Holders of the different Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. of the said "**Schedule-B Building**".
7. That the **Purchasers** shall have the absolute and exclusive right, title and interest over the "**Schedule-C Residential Flat/Commercial Space**" and shall be entitled to sell, mortgage, transfer, exchange, gift, let out, alienate for valuable consideration or otherwise the same and other construction related therewith along with the rights and obligations mentioned in this **Deed of Sale** and the **Purchasers** shall be entitled to convey the same right, title and interest to any persons subject to the terms and conditions of this **Deed of Sale**.
8. That the right of use of the **Purchasers** over the common areas and amenities shall be common with the **Seller** and/or other person deriving title from the **Seller** and/or Owner or Occupiers of other Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. in the said "**Schedule-B Building**", such as swimming pool, steam bath, sauna, jacuzzi, indoor games, gymnasium, etc. and common areas such as garden area, children play area, common entrances, lifts, water reservoirs, drains, sewerage treatment plant, underground and overhead water tanks, sanitary tanks, joining of pipelines, electric lines, other common passages pertaining thereto and such other facilities as may be installed/started in due course by sharing the proportionate cost with other Co-Purchasers/Occupiers.
9. That the **Purchasers** on the strength of this **Deed of Sale** shall have their name mutated in the records of Guwahati Municipal Corporation and shall also be able to get electric connection in their name from Assam Power Distribution Company Limited relating to the said "**Schedule-C Residential Flat/Commercial Space**" and the **Seller** shall give its No objection, but if the **Seller** defaulted in doing so, this statement made herein shall be construed as the consent or No Objection by the **Seller**.
10. That the **Purchasers** hereby covenants and undertakes that as soon as practicable duly associate themselves with all the other Residential Apartments/Residential Units/Commercial Offices/Shops/etc. Owners of the said "**Schedule-B Building**" and will form a Society/Association, namely "**Aashi Ville Owners Society**" and the **Purchasers** shall be an ipso facto member of the said Society/Association, namely "**Aashi Ville Owners Society**", which shall be given the responsibility for the proper maintenance and supervision of the common portion of the said "**Schedule-B Building**" and the common services and for the general administration and for the welfare and benefit of the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners occupying the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. of the

246
310

"Schedule-B Building". The **Purchasers** shall also agree to sign and execute the application for registration and other papers, document as might be necessary for the formation and registration of the said Society/Association, namely **"Aashi Ville Owners Society"**. It is made clear that upon the formation of the above-mentioned Society/Association and assuming charges, the **Seller** will be absolved of all the responsibilities of overseeing the management of the common areas and facilities. However, the **Seller** will be an ex-officio member of the governing board of the above-mentioned Society / Association for all time to come. Till the above-mentioned Society / Association is not formed or if formed not working, the **Seller** or its authorised agent shall take charge, control and supervision of the maintenance of common areas and amenities. The **Purchasers** shall have to pay proportionate expenses to be incurred in future on account of the maintenance and repairing of the common portion of the said **"Schedule-B Building"** such as drains, rain water pipes, pumps and motors, common electrical wiring under, in and upon the **"Schedule - A Land"** and/or said **"Schedule-B Building"**, passage/stair case, supply of the electric energy, water supply, municipal tax and charges, property taxes, keeping Security Guard, Chowkidar/s, running lifts, generators, etc. and every use in common areas and amenities along with the other Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners of the **"Schedule-B Building"**. That in case of any damage occurred or caused to electric transformers or electric meters, repair shall be done immediately by above mentioned Society/Association at the cost of the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners of the said **"Schedule-B Building"** and in that circumstances for any inconvenience caused to the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners of the said **"Schedule-B Building"**, the **Seller** shall not be liable.

11. That the **Purchasers** hereby agreed that neither they nor any person or persons under them shall store any kind of goods or accumulate any dirt, rubbish, races or other refugees in the common areas or any portion of the said **"Schedule-B Building"** causing unhygienic condition/pollution to other Purchasers/Occupiers. In case of default committed by the **Purchasers** in this respect, the **Seller** or any person authorised by them shall be entitled to remove such dirt, rubbish, races or other refugees from common corridor or any other common areas at the cost of the **Purchasers**. That the **Purchasers** hereby covenant to keep the said **"Schedule-C Residential Flat/Commercial Space"** and partition, swears, drains, pipes and other fittings, fixtures, appurtenances of the said **"Schedule-C Residential Flat/Commercial Space"** in good working, habitable and tenantable condition so as to support, shelter and protect the other Inhabitants/Flat Owners of the **"Schedule-B Building"**. That the **Purchasers** shall not use the **"Schedule-C Residential Flat/Commercial Space"** for any kind of illegal activity and/or activities in such a manner or commit any such act, which may in any manner cause nuisance or annoyance to the Society/Association or other Occupants/Inhabitants of the **"Schedule-B Building"**.

247
311

12. That the **Purchasers** shall not use the "**Schedule-C Residential Flat/Commercial Space**" or permit the same to be used for any purpose other than the **Residential/Commercial Purposes**.
13. That if due to natural calamities or natural wear and tear, the said "**Schedule-B Building**" or any part thereof is demolished or damaged; in that case each Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owner/Occupier of the respective Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. including the **Purchasers** shall have the right to re-construct his/her/their Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. The **Purchasers** shall have the right to re-construct his/her/their Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. at his/her/their own cost. It is to be mentioned here that the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners or Occupiers of each floor shall have to re-construct the roof of his/her/their/its Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. within 6 (six) months from the date of destruction or damage and thereafter each Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owner/Occupier of the respective Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. of other floors will have to re-construct the roof or space on which his/her/their/its Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. stands and in case anyone defaults to re-construct the roof as mentioned above, in that event the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owner/Occupier of the next Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. shall occupy the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. of the defaulted Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owner/Occupier and can construct his/her/their/its Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. thereon and thus the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. constructed by such Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owner/Occupier or **Purchasers** in priority shall be deemed to belong to his/her/their/it. It is also mentioned here that in such case if the "**Schedule-B Building**" is reconstructed then no fresh agreement or sale deed will be required to get constructed his/her/their/its Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. or space by Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners. It is also stated herein that height of each floor will be the same as of to-day. It is also made clear that the foundation cost of reconstruction of the building will be borne by all the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners/Purchaser(s) of the "**Schedule-B Building**" proportionately according to areas of their respective Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. It is also agreed between the parties that in case of dispute, differences regarding the re-construction of the "**Schedule-B Building**", an Arbitrator shall be appointed amongst the Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners and the arbitrator's decision shall be final and binding on the Residential Apartments/Flats/Units/Commercial

242
312

Offices/Shops/etc. Owners/Occupiers including the **Purchasers**. Under such circumstances, the Flat Owner shall have the proportionate right in the "**Schedule- A Land**" situated underneath the "**Schedule-B Building**". However, it is made clear that the **Seller** will in no way be connected with the reconstruction, if required, except its roof rights.

14. That the **Purchasers** shall be abide by all bye-laws, rules and regulations of the Government, Corporation or any other Authorities and Local Bodies including those, which may hereafter be being made by the Society/Association for proper maintenance of the "**Schedule-B Building**" and shall attend necessary and be responsible for all deviation, violation of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this **Deed of Sale**. It is made clear that henceforth if reconstruction, repairs or alteration in or upon or relating to the "**Schedule-C Residential Flat/Commercial Space**" is required to be carried out at the instance of the Government, Municipal or any other Statutory Authorities, the same shall be carried out by the **Purchasers**, the **Seller** shall not in any manner be liable or responsible. 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 Apartments/Flats/Units/ Commercial Offices/Shops/etc. Owners inter-se or with the **Seller** and Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. Owners then the provisions of the said Act, Rule, Bye-law shall prevail upon and be binding upon all the parties hereto.
15. That the present Purchaser(s)/Occupier(s) and/or subsequent Purchaser(s)/ Occupier(s) if any, will have no right to get separated the said "**Schedule-C Residential Flat/Commercial Space**" hereinafter sold with other portion of the said "**Schedule-B Building**".
16. That the **Purchasers** shall never be allowed to dismantle, demolish, and/or destroy and/or part with any portion of the said "**Schedule-B Building**" such as roof, floor of the "**Schedule-C Residential Flat/Commercial Space**" beams, pillars etc. and/or cause any type of damage to the main structure of the "**Schedule-B Building**" and/or the "**Schedule-C Residential Flat/Commercial Space**". The **Purchasers** shall not make any addition/alteration in the "**Schedule-C Residential Flat/Commercial Space**" thereby increase the load on the foundation of the "**Schedule-B Building**", without the written approval of the **Seller**. In the event, if any one does so and/or cause any temporary or permanent damage to the structures of the "**Schedule-B Building**", that shall be at the sole risk and cost of the Society/Association/Concerned Flat Owners, and the **Seller** shall have nothing to do with it. The **Purchasers** shall in no case be allowed to change the shape (frontal design) of the "**Schedule-B Building**" including the name of the "**Schedule-B Building**" in any manner whatsoever and the "**Schedule-B Building**" shall at all times be named and known as "**Aashi Ville**".
17. That the **Seller** shall be at liberty to raise construction over the roof of the said "**Schedule-B Building**" without any disturbance from the **Purchasers**. In that event, the **Seller** shall utilize the common corridor, passage, staircase for

248
313

carrying on the building materials. It is specifically mentioned that such construction shall not put any adverse effect on the foundation or any part of the "**Schedule-B Building**". That the **Seller** shall be at liberty to sale the last roof / terrace of the said "**Schedule-B Building**" without any disturbance from the **Purchasers**.

18. The **Purchasers** agrees that in case any security or other deposit is demanded either by the Guwahati Municipal Corporation or Guwahati Metropolitan Development Authority or Assam Power Distribution Company Limited for the purpose of giving water and electric connection to the "**Schedule-B Building**" and other deposits as may be demand lawfully by any other Local Body or Authority, the **Purchasers** shall contribute proportionately to meet such demand.
19. That saves and except the "**Schedule-C Residential Flat/Commercial Space**" hereby purchased by the **Purchasers** from the **Seller**, the **Purchasers** shall have no claim on all or any other area or portion of the "**Schedule-B Building**" such as last roof/terrace, open or covered parking space on the basement floor/ground floor, open space, lobbies, staircases, terraces, common areas, etc. However, the **Purchasers** will have the right to use of the common areas for ingress and egress. That the **Seller** shall be at liberty to sale the open car parking spaces of the said "**Schedule-B Building**" without any disturbance from the **Purchasers**.
20. The Municipal Tax, Urban Tax, etc., leviable and payable for the **Purchasers** Residential Apartments Flats/Units/Commercial Offices/Shops/etc. together with Electric Bill shall be payable by the **Purchasers** from the date of their occupation together with Electric Charges. The **Purchasers** shall have to pay the land revenue for their undivided proportionate share in the "**Schedule- A Land**" over which the "**Schedule-C Residential Flat/Commercial Space**" is constructed, to the Revenue Authority/ies through the **Seller** or their heirs and successors or through the association to be formed for the purpose.
21. The **Purchasers** hereby agrees to pay regularly every month to the **Seller** until the respective Residential Apartments/Flats/Units/Commercial Offices/Shops/etc. are not separately assessed, an amount equivalent to the proportionate share of Ground Rent, Municipal Taxes, etc., for remittance by the **Seller** on account of the said "**Schedule-B Building**" to Guwahati Municipal Corporation/Guwahati Metropolitan Development Authority and also proportionate amount of outgoing expenses and maintenance charges in respect of the said "**Schedule-B Building**" from the date of transfer to the **Purchasers** by the **Seller**.
22. The **Purchasers** hereby agrees that in the event of any amount by way of Premium or Betterment Charges or Development Taxes or Any Other Tax or Any Amount of Similar Nature, become payable by the **Seller** on account of said "**Schedule-B Building**" the same shall be reimbursed by **Purchasers** to the **Seller** in proportion to the area of the "**Schedule-C Residential Flat/Commercial Space**" purchased by the **Purchasers** and the decision of the **Seller** in determining the

244
314

proportion payable by the **Purchasers** shall be conclusive, final and binding and shall not be questioned by the **Purchasers**.

23. That from time to time the **Seller** and the **Purchasers** 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 **Seller** or the **Purchasers** or the society in relation to the said "**Schedule-C Residential Flat/Commercial Space**" and furnish/comply and observe all formalities from time to time as shall be necessary under any law for the time being in force.
24. That the **Seller** or the society and its office bearers/employees/ surveyors shall be entitled to, during reasonable hours with due intimation to the **Purchasers**, to enter into and upon the "**Schedule-C Residential Flat/Commercial Space**" or any 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 surveying or use for the said "**Schedule-B Building**" and also for maintaining, repairing and testing electric wires or for similar or other purpose and/or to view and examine the same and conditions of the said "**Schedule-C Residential Flat/Commercial Space**" or portions thereof. The **Purchasers** shall be liable to make good immediately on receiving the notice about such defects and want of repairs.
25. That the **Purchasers** shall be entitled to full enjoyment of area of the "**Schedule-C Residential Flat/Commercial Space**" 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 **Seller** in the said "**Schedule-B Building**" including the use and services of common areas and amenities so long as he pays his dues on account of maintenance charges regularly and timely. However, the **Purchasers** shall pay the proportionate cost, charges and expenses for the supply of the electric energy, water supply, 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 are detailed in the "**Schedule- F**" hereunder.
26. That the "**Schedule-C Residential Flat/Commercial Space**" is free from the ceiling proceeding and 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 _____.

SCHEDULE "A"

ABOVE REFERRED TO AS THE SCHEDULE-A LAND

(LAND OF **SRI KISHORE KUMAR AGARWAL, SMT. ASHA AGARWAL AND SRI SUBHAM AGARWAL**)

ALL THAT PIECE AND PARCEL of land measuring more or less **8 Bighas 1 Katha 0.58 Lechas**, out of which land measuring 3 Bigha 4 Katha 1.19 Lechas is covered by Dag No.386 (Old) / 748 (New) of K. P. Patta No.159 (Old) / 1228 (New), land measuring 1 Katha 12.87 Lechas is covered by Dag No.393 (Old) / 747 (New) of K. P. Patta No.241

Sandeep Agarwal

248
315

(Old) / 1611 (New), land measuring 1 Katha 11.15 Lechas is covered by Dag No.394 (Old) / 749 (New) of K. P. Patta No.241 (Old) / 1612 (New), land measuring 1 Katha 2.04 Lechas is covered by Dag No.395 (Old) / 750 (New) of K. P. Patta No.241 (Old) / 1613 (New) and land measuring 3 Bigha 2 Katha 13.33 Lechas is covered by Dag No.385 (Old) / 809 (New) of K. P. Patta No.85 (Old) / 888 (New), all of Revenue Village - Betkuchi, Mouza - Beltola, situated at N.H. - 37, Opposite D. T. O. Office, Near IOCL Bottling Plant, Pin Code - 781034, Post Office - Betkuchi, Police Station - Garchuk, City - Guwahati, District - Kamrup (Metro), State - Assam, India, butted and bounded as follows: -

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE "B"

ABOVE REFERRED TO SCHEDULE-B BUILDING

ALL THAT A RCC MULTISTORIED RESIDENTIAL CUM COMMERCIAL BUILDING(S)/ APARTMENT(S) COMPLEX/PROJECT/PROJECT, NAMELY "AASHI VILLE", COMPRISING OF 2 (TWO) NUMBERS OF BLOCKS, BLOCK A/COMMERCIAL BLOCK - CONSISTING OF BASEMENT PLUS GROUND FLOOR PLUS SIX UPPER STORIED BUILDING, BLOCK B/RESIDENTIAL BLOCK CONSISTING OF 4 (FOUR) NUMBERS OF CLUSTERS, NAMELY CLUSTER 1, CLUSTER 2, CLUSTER 3 AND CLUSTER 4, ALL CONSISTING OF BASEMENT PLUS GROUND FLOOR PLUS ELEVEN UPPER STORIED BUILDING, CONSTRUCTED OVER THE "SCHEDULE-A LAND", LOCATED N.H. - 37, OPPOSITE D. T. O. OFFICE, NEAR IOCL BOTTLING PLANT, PIN CODE - 781034, POST OFFICE - BETKUCHI, POLICE STATION - GARCHUK, CITY - GUWAHATI, DISTRICT - KAMRUP (METRO), STATE - ASSAM, INDIA.

SCHEDULE "C"

ABOVE REFERRED TO SCHEDULE- C RESIDENTIAL FLAT/COMMERCIAL SPACE

ALL THAT A RESIDENTIAL UNIT/APARTMENT/COMMERCIAL SPACE NO. _____ HAVING CARPET AREA OF _____ SQUARE FEET (HAVING _____ SQUARE FEET CHARGEABLE AREA AND _____ SQUARE FEET BUILT-UP AREA), ON THE _____ FLOOR IN THE CLUSTER "___" IN THE BLOCK "___", OF THE SAID "SCHEDULE-B BUILDING" NAMELY "AASHI VILLE" AND ALSO ALONG WITH _____ NUMBERS OF BALCONY HAVING _____ SQUARE FEET AND OUTER AND INNER PERIPHERY WALLS _____ SQUARE FEET AND _____ NUMBERS OF COVERED/OPEN CAR PARKING SPACE IN THE CLUSTER "___" IN THE BLOCK "___" OF THE SAID "SCHEDULE-B BUILDING" STANDING OVER THE "SCHEDULE-A LAND", TOGETHERWITH UNDIVIDED, PROPORTIONATE, IMPARTIBLE, RIGHT TITLE AND INTEREST / SHARE IN THE LAND MEASURING _____ ARES (_____) WITHIN THE "SCHEDULE- A LAND" HEREIN, TOGETHER WITH RIGHT TO USE COMMON AREA AND FACILITIES/ AMENITIES ATTACHED THEREWITH.

SCHEDULE - "D"

246
316

(Description of common areas/facilities to be provided in the "Schedule-B Building" subject to maintenance charges paid by the Residential Apartments/ Flats/Units/Commercial Offices/Shops/etc. Purchasers(s) in proportion to the area of the "Schedule-C Residential Flat/Commercial Space".)

- a. All expenses or outgoing for maintaining the facilities/amenities such as swimming pool, steam bath, sauna, jacuzzi, indoor games, gymnasium, etc.
- b. All expenses or outgoing for supply of electricity from the State Electricity Board for lighting in common passage corridor and other common places for common use, including cost of maintenance repair and replacement of electric wiring and fitting thereof in the said "Schedule-B Building".
- c. All expenses/outgoing for supply of drinking water from common supply point, water charges payable to Municipal Authority including cost of maintenance, repair and replacement of water tank (overhead underground), water pipe lines, water pump etc, in the said "Schedule-B Building".
- d. All expenses/outgoing for running maintenance, repairs and replacement of all rain water pipes, water pipes, sewage lines, manholes, common toilets, underground water services, etc., in the said "Schedule-B Building".
- e. All expenses and outgoing for maintenance, repair and replacement of the common passage, corridor, compounds, staircase, lifts, garden area, children play area, etc. and other capital assets and amenities as enjoyed by the Purchasers in common with other Residential Apartments/Flats/Units/ Commercial Offices/Shops/etc. Owners/Occupiers of the said "Schedule-B Building".
- f. All expenses and outgoing for supply of common utilities, municipal property taxes, "Schedule-B Building" insurance premium and other outgoing save and except those separately assessed on the respective Units/Flats.
- g. All expenses and outgoing for salaries of employees including sweeper, cleaners, watchman, etc. and office expenses incurred for maintaining the office establishment required in respect of management of common services and common amenities of the said "Schedule-B Building".
- h. All expenses required to be incurred for development and renovation of the said "Schedule-B Building".
- i. The annual or time to time maintenance of the lift shall be done by Residential Apartments/ /Flats/Units/Commercial Offices/Shops/etc. Owners Society and the charges for the same shall be borne by the Purchasers proportionately.
- j. The colour and painting of the "Schedule-B Building" shall be done each after three years with the proportionate cost of the Purchasers.
- k. All other expenses and outgoing sinking fund necessary of incidental the maintenance and upkeep and additions, improvement, replacement of the common amenities in the portion of the said "Schedule-B Building".

247.
317

1. In case of adequate shortage of water in future, the Purchasers shall be at liberty to arrange water for themselves at their own cost.

IN WITNESSES WHEREOF, I, **SRI SANDEEP AGARWAL**, being the authorized signatory of "**M/S PRIYASHI AASHI DEVELOPERS PVT. LTD.**", the above named **SELLER**, do hereby put my signature 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.

PLEASE AFFIX
PHOTOGRAPH AND SIGN
ACROSS THE
PHOTOGRAPH

SELLER

I, _____, the above named **PURCHASERS**, do hereby confirm, accept and admit the terms and conditions contained in this **DEED OF SALE** and in token thereof I put my signature herein 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: -

1.

1.

PURCHASER

PLEASE AFFIX
PHOTOGRAPH AND SIGN
ACROSS THE
PHOTOGRAPH

2.

Prepared and drafted by: -

SHRI SHAILENDRA SHARMA, Advocate.

LEGAL FRIEND

Chamber: G.M. Tower, 3rd Floor, M.S. Road,
Fancy Bazar, Guwahati - 781001 (Assam).

E-mail- team@legalfriend.org

Ph. No.: 98640-70674 (M).

PRIYASHI AASHI DEVELOPERS PVT. LTD.

Sandeep Agarwal

Director