

DEED OF SALE

This Deed of Sale is made on this day of , at Guwahati.

-By-

M/S BRAHMAPUTRA CORPORATION, a partnership firm, represented by its Partner, **SRI RAJIV BANERJEE, S/O SRI NARAYAN BANERJEE**, aged about 42 years, by profession: business, by religion: Hindu, having its office, situated at H/No.101, Ground Floor, Opposite City Heart Hospital, Guwahati-781007 P/S- Chandmari, in the district of Kamrup(Metro), Assam, bearing its Trade License No. GMC/EZ/21/GTL/202122/12140571 , Dated 13/09/2021, hereinafter called and referred to as the "PROMOTER/SELLER/FIRST PARTY" (which expression unless repugnant to the context shall be deemed to include its executors, administrators, successors, attorneys, legal representatives, nominees and assigns) on the **FIRST PART**

- IN FAVOUR OF

MR./Mrs.....S/o,W/o,D/o.....R/o.....
....., District-....., Assam-....., hereinafter called and referred to as the **PURCHASER/VENDEE** (which expression shall unless and otherwise contrary or repugnant to the context and meaning made herein, includes his heirs, successors, assigns and representatives) on the **SECOND PART**.

AND whereas the above named First Part/Builder by an agreement for construction vide Deed No 9308, dated: 12/09/2019 entered with the landlord **SHRI ABHOY BARUAH** , Son of **LATE AMULYA CH. BARUAH** resident of Azara Boripara, P.O. & P.S. Azara, Guwahati, in the District of Kamrup(Metro), Assam, PIN: 781017 is the absolute owner of a plot of land measuring a 4 Katha 4 Lecha, covered by Dag No. 868 of kheraj Myadi Patta No. 221 of Village: Azara, Mouza Ramchrani, in the district of Kamrup (Metro), Assam and to construct multi-storeyed building/ Apartment over the plot of land thereon with a view to sell the residential flats/units to the people at large.

AND whereas the above named land owners have also executed a Deed of Power of Attorney vide Deed no. -dated in favour of the above named First Part/ Builder hereto for the purpose of construction of the multi-storeyed building/Apartment, and to sale the part of developers allocation to the prospective purchasers, to receive the consideration amount and to give the title of the flat/unit to the prospective purchasers etc.

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M/S BRAHMAPUTRA CORPORATION
Rajiv Banerjee
PARTNER

However with the consent of the owners/Pattadars the Power of Attorney Holder, First Party has established "Housing Complex"/Apartment named as after obtaining an NOC from the concerned authority for construction of residential buildings vide NOC No. GMDA/GMC videdatedwith an approval plan with a view to sale the units to various prospective Purchasers on ownership basis.

AND WHEREAS the Second Party desire to purchase one of the Flat having Flat Nomeasuring ofsq.ft. of super built up area approx.. atfloor, along with a proportionate undivided share of land measuring ofAre and one specific car parking area on the basement/ground floor of the apartment.....including the common facilities/amenities described specifically in the schedule below in schedule A, Schedule B, Schedule C respectively. In this respect both the parties have entered into an agreement for sale of Flat.

AND WHEREAS the Vendor has decided to transfer the aforesaid scheduled property in favour of the Second Party by way of absolute sale and to transfer the schedule property at a total consideration an amount of Rs. (Rupees.....) only for the property of below mentioned schedule and the purchaser has also agreed to purchase the aforesaid property on the terms and conditions mentioned below herewith. The Vendor has derived the necessary sale permission from the office of the Deputy Commissioner Kamrup(M), Guwahati vide NOC No.....

AND WHEREAS the Schedule Property is free from all encumbrances, liens, charges, litigations, claims or demands and the property is neither mortgaged, exchanged, gifted, nor sold to any agreement thereof is made.

AND WHEREAS, in these presents the pronouns "He", "She", "His", "Her" and "It" shall be 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 DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That, in pursuance of intention and consideration a total sum of Rs.....(Rupees.....) only for the residential Flat with a carpet area ofsq. ft. along with the proportionate undividable share of land measuring.....Are, described in schedule property "A", Schedule property "B" and Schedule C, below. The payment of which has already been made by the purchaser, the receipt of which the vendor hereby acknowledges, admits and confirms. The said vendor do hereby transfer by way of absolute sale and conveys into the said purchasers the residential structure/ free space to have and to hold the same absolutely and forever and to enjoy the same without any interruption from the vendor or any person claiming under.
2. That the vendor declares that the Vendor is the absolute power of Attorney Holder of the said property which is free from any dispute, other interest and encumbrances whatsoever and he is fully competent for this transfer. The Vendor is conveying all good and perfect title to the Purchaser in respect of the residential units and free space as described in the schedule below.

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3. That the purchases shall from a registered society and the builder/ first party would take all necessary steps in forming the society.
4. That the vendor has already conveyed and delivered the actual/ khas physical possession of the said property to the purchaser on receipt of total consideration amount and the purchaser accepted the said possession by its meets and bounds.
5. That from today onwards the purchaser and his legal heirs, successors, administrators, shall enjoy the right, title and interest over the said unit/ flat along with the undivided proportionate share of land including the right to transfer, lease, let out, lien and mortgage the said residential unit which is specifically in schedule property before any bank or financial for obtaining any type of loan.
6. That the purchaser shall on the strength of this Deed of sale be able to mutate their proportionate share of land along with the unit and to raise Jamabandi copy as Government Records and in this concern the Vendor shall always help the purchaser by executing further Deeds, documents, papers, etc. and to protect the rights, title and interest of the purchaser related to the property purchased by the purchaser.
7. That from time to time the vendor 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 vendor or purchaser in relation to the said property and furnish/comply and observe all formalities from time to time as shall be necessary under any law for the time being in force.
8. That the vendor hereby declares and assures the purchaser that the property sold by virtue of this indenture 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 purchasers to the extent of any loss, damage or expenses incurred by the purchaser on account of such encumbrances.
9. That the vendor further declares and assures the purchaser for peaceful enjoyment of the schedule property sold, without any interruption either from the vendor or its original owners of the land as mentioned in the schedule property and/or any other person or persons claiming through them and/or their relative, nears and dears including family members of them. That the vendor hereby specially declares that there is no dispute in respect of ownership/possession of the schedule property with any person including original owner and/or any heir, successor, representatives, administrators etc.
10. That the work related to the maintenance, repair and replacement of common areas and facilities and making of additions for improvements thereof shall be carried out in units and the purchaser as per decision of the Bye-Law to be formed with the help of the society to be formed by the vendor with consultation with the purchasers.

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Rajiv Bhanu
PARTNER

Schedule Property

A proportionate undivided share of land measuring a 4 Katha 4 Lecha, covered by Dag No. 868 of kheraj Myadi Patta No. 221 of Village: Azara, Mouza Ramchrani, in the district of Kamrup (Metro), Assam

BUTTED AND BOUNDED AS FOLLOWS:

- NORTH - Land of Aboni Baruah
SOUTH - Land of Bhupen Baruah and Girish Baruah
EAST - Amulya Baruah Path
WEST - Land of Smti Nilima Das

Schedule Property "A"

All that a residential Flat/Unit—having Flat No.....on thefloor of "....."
having the floor area of carpet areasq. ft. along with a Car parking on the scheduled plot
of land mentioned above.

Schedule Property "B"

Common facilities:

- All stairs and landings, free space for Road /Drain etc.
- All outside wall of the building.
- All rain water pipes, soil pipes, water pipelines and sewerage.
- Reservoirs(overhead tank and pump).
- Septic tank and soak pit.
- Space for electric transformer/control panel/distribution box.
- All passages, common gate is the only in and out facilities for all members of "the residential complex".
- lift and other accessories which are to be used commonly.

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M/S BRAHMAPUTRA CORPORATION
Rajni Dasgupta
PARTNER

IN WITNESS WHEREOF both the seller/vendor and vendee/purchasers do hereby put their respective 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 witness.

DEVELOPMENTS WORKS

Witnesses.

1.

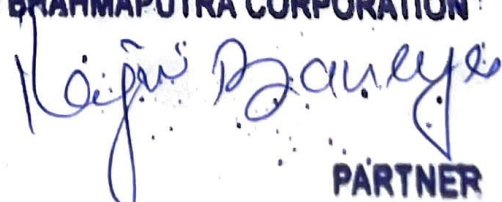
That / will be made available.
will be made available
will be made available

SIGNATURE OF VENDOR/SELLER

2.

will be made available
will be made available

SIGNATURE OF VENDEE/PURCHASER

M/S BRAHMAPUTRA CORPORATION

PARTNER