

## DEED OF SALE

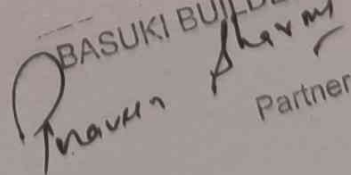
**THIS DEED OF SALE** is made and executed on this the .....day of .....2024 at Guwahati.

- BY -

**BASUKI BUILDERS**( PAN:- .....), a partnership firm having its principal place of business at 526, 5<sup>th</sup> floor, Shoppers Point, Fancy Bazar, Guwahati-781001, District :- Kamrup(Metro), Assam represented by its Partner namely **MR. PRAVEEN SHARMA** (PAN:-.....) son of Shri Shashi Kant Sharma, aged about 37 years, permanent resident of Flat No. 401, Golden Height, Sipani Complex, Chatribari, Guwahati-781001, District :- Kamrup (Metro), Assam hereinafter referred to as the **"VENDOR/ BUILDER"**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **ONE PART**.

- IN FAVOUR OF -

**MR.** ..... (PAN: .....), son of Shri ....., aged about .....years and **MRS.** ..... (PAN : .....), aged about .... years, both are permanent resident of ....., P.O :- ....., District :- ..... Assam hereinafter called and referred to as the **"VENDEE/PURCHASER"** (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

  
**BASUKI BUILDERS**  
 Partner

**WHEREAS**, the original landowner is :-

**SRI MRINAL GOSWAMI**, son of Late Basanta Kumar Goswami, permanent resident of House No. 25, 2<sup>nd</sup> Floor, GMCH Road, Ananda Nagar, Guwahati-781005, Assam hereinafter referred to as **LAND OWNER** .

The **LANDOWNER** is the absolute owner and recorded pattadar and possessor in respect of a plot of land measuring 2 Bighas covered by Dag No. 1528 of K.P. Patta No. 909 situated at Revenue Village – Sarusajai, Mouza – Beltola, Revenue Circle – Dispur, District- Kamrup Metro, Assam

The **LANDOWNER** and the **PROMOTER** have entered into a Deed of Development Of Land vide Deed No. 602 dated 22-01-2024 and also an Irrevocable General Power of Attorney vide Deed No. 123 dated 22-01-2024 , both the deeds are registered at the office of the Senior Sub Registrar, Kamrup Metro, Assam.

**AND WHEREAS**, the **SCHEDULE PROPERTY** 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 Vendor/Builder has constructed multi-storied building namely "**THE RUDRANSH** " over the **SCHEDULE PROPERTY** after obtaining necessary permission from the Office Of The Guwahati Municipal Corporation to develop the Project vide Building permit No. GMC/W24/0041/13052024 dated 16-07-2024 and planning permit from the Guwahati Metropolitan development Authority vide Planning permit No. SAR/0020/24-25 dated 04-05-2024 for construction over the said land.

**AND WHEREAS**, the **PURCHASER(S)**, having learnt the intention of the **VENDOR / SELLER**, finding the Flat/Unit suitable to his/her/their need and requirement, approached and on being satisfied about the right, title and interest of the **VENDOR** in the **SCHEDULE – A PROPERTY** and the permissions for construction, maps and plans, other needed documents approved by the authority and understood the limitations and obligations in respect thereof, knowing fully well every aspect, entered into a registered **DEED OF AGREEMENT DATED- .....** with the **VENDOR/SELLER** to purchase the **SCHEDULE – C PROPERTY** with full knowledge and subject of all bye laws / notification and rules applicable/to be applicable in the area in general and the **VENDOR/SELLER** agreed to transfer and convey the **SCHEDULE – C PROPERTY** herein at a fair and reasonable price of **Rs. ..../- (Rupees .....)** only offered and accepted by the parties.

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*Pravin Sharma*  
 Partner



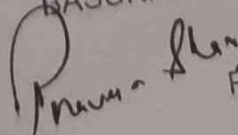
**AND WHEREAS**, the PURCHASER(S) undertook to get the flat/unit mentioned in the SCHEDULE - C PROPERTY constructed through the VENDOR as per agreed specifications and terms of his/her/their aforesaid Agreement and from time to time made payments towards reimbursement of the cost of materials, labour charges etc, required to get the Flat/Unit built up and duly completed same to the satisfaction of the PURCHASER(S) and the aforesaid Flat/Unit was constructed within due time and the PURCHASER(S) have visited aforesaid Flat/Unit hereby sold in this Deed of Sale and the PURCHASER(S) have gone through with all the construction quality and material as constructed by the VENDOR and the PURCHASER(S) upon becoming fully satisfied about the construction work and its quality and specification which has been constructed as per sanctioned plan of the concerned authority and also handed over all the keys of the Flat/Unit to the PURCHASER(S), further the PURCHASER(S) have accepted the possession of flat(s) without any objection claims whatsoever without any undue influence and coercion and the Vendor had received the total consideration from the PURCHASER(S).

**AND WHEREAS**, now the PURCHASER(S) want to get the DEED OF SALE executed in his/her/their favour as he/she/they have paid the total agreed consideration towards THE SCHEDULE - C PROPERTY. The PURCHASER(S) have got SCHEDULED - C PROPERTY constructed by the VENDOR at his/her/their cost and expenses and the PURCHASER(S) have reimbursed said cost to the VENDOR, receipt of which he/she/they acknowledge. Upon payment of full and final consideration amount this DEED OF SALE is being executed by the VENDOR in favour of the PURCHASER(S).

**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. ..../- (Rupees .....)** only as sale price paid by the Purchaser, the Seller/Vendor hereby convey, transfer and assign the .....BHK Flat No. ....in Block-..... measuring ..... sq. feet (carpet area) on the .....Floor of the multi storied R.C.C. building known as **"THE RUDRANSH"** along with undivided and unspecified proportionate share of land to the extent of ..... Are in all that a piece or parcel of plot of land more particularly

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described in the Schedule property given hereunder, whereupon the said multi storied R.C.C. building 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 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 - A** 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, common toilet etc. and also 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 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 Multi storied building without any interference from any corner as long as the Purchaser pays their dues on account of maintenance charges regularly and timely.

3. That the Vendor has already delivered the khas and vacant possession of the said flat to the Purchaser on receipt of total consideration amount and the Purchaser accepted the said possession by its metes and bounds. Further, the Purchaser hereby declare that she is fully satisfied with design, construction and internal work of their flat along with the external construction work of the building and therefore they will raise no complain against the Vendor/ Builder henceforth in this regard in any manner whatsoever.

4. That the Purchaser shall on the strength of this Sale Deed be able to mutate her name in the revenue records of the Government and also to 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. Till the Purchaser get Municipal Holding or Electric connection, they shall pay the proportionate charges of Municipal Tax and electricity charges to the Vendor.

5. That from today onwards the Purchaser and his 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

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*Ramesh Sharma*  
 Partner



the said flat, which is specifically mentioned in **SCHEDULE -C** 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 -C** without any interruption either from the Vendor or its partner as well as original owners of the land as mentioned in the schedule property and/or any other person or persons claiming through him and/or his relatives, near and dear ones including his 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 natural calamities or natural wear and tear, the said Multi storied building 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 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. It is to be mentioned here that the flat owners or occupiers of the each floor shall have to reconstruct the roof of his/her/ their/its flat within six months from the date of destruction or damage and thereafter each flat owner/occupier of the respective floors will have to reconstruct the roof or space on which his/her/their/its residential flat/floor stands and in case anyone defaults to reconstruct the roof as mentioned above, in that event the flat owner/occupier of the next floor shall occupy the floor of the defaulted floor Owner/occupier and can construct his/her/their/its floor thereon and thus the floor constructed by such floor owner/occupier or Purchaser in priority shall be deemed to belong to him/her. It is also mentioned here that in such case if

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*Praveen Sharma*  
 Partner

the building is reconstructed then no fresh agreement or sale deed will be required in order to get the construction done by him/her in the floor or space of the floor owners.

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 multi storied building or of the neighbouring properties.

12. That the purchaser shall not throw or accumulate any dirt, rubbish, faces, 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 multi storied building 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/Builder in the said building including the use and services of common areas and amenities so long as she pay her 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 in future if required will be entitled to obtain mutation in his/her name to the extent of her undivided proportionate share of land measuring .....  
**Are** in Government Records on the strength of this Deed of Sale.

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

16. 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

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Ravi Sharma  
Partner



17. That saves and except the flat/unit hereby purchased by the PURCHASER(S) from the VENDOR, the PURCHASER(S) shall have no claim on all or any open space, lobbies, staircases, terraces, common areas, which shall remain within the control of the VENDOR / Association / Society.

18. That in case of any dispute, the Association / Society formed by all the occupants of the building including the VENDOR will have the right to decide the dispute and the decision of the Association / Society will be final and binding on all the owners / occupants of each flats/units.

19. That the said multi storied building shall always be known as **"THE RUDRANSH"** and this name shall not be changed/modified at any time without the written approval of the Vendor/Builder and the registered office shall be at Guwahati (Assam).

20. That the purchaser shall be permitted to install their name plate outside the main door of his floor area only.

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

22. 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 PROPERTY (Description of Land)**

ALL THAT a plot of 2 Bighas covered by Dag No. 1528 of K.P. Patta No. 909 situated at Revenue Village - Sarusajai, Mouza - Beltola, Revenue Circle - Dispur, District- Kamrup Metro, Assam butted and bounded in the following manner :

North ;  
South ;  
East ;  
West ;

*R. Basuki*  
BASUKI BUILDERS  
Partner

17. That saves and except the flat/unit hereby purchased by the PURCHASER(S) from the VENDOR, the PURCHASER(S) shall have no claim on all or any open space, lobbies, staircases, terraces, common areas, which shall remain within the control of the VENDOR / Association / Society.

18. That in case of any dispute, the Association / Society formed by all the occupants of the building including the VENDOR will have the right to decide the dispute and the decision of the Association / Society will be final and binding on all the owners / occupants of each flats/units.

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North ;  
South ;  
East ;  
West ;

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*Ruman Sharma*  
Partner



### **SCHEDULE - B PROPERTY(Description of building)**

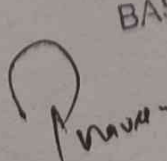
All That multi storied building under the name and style of "THE RUDRANSH " having .... Blocks consisting of individual units/flats/parking space etc. located at Central Jail Road, Lokhra Guwahati, Assam over the SCHEDULE - A property on the basis of the necessary building construction permission from the Office of the Guwahati Municipal Corporation Building permit No. GMC/W24/0041/13052024 dated 16-07-2024

### **SCHEDULE - C (Description of sold flat)**

ALL THAT a ..... BHK residential Flat bearing Flat No. .... on ..... floor having a carpet area of ..... Sq. Ft., in the multi storied building namely "THE RUDRANSH" situated at at Revenue Village - Sarusajai, Mouza - Beltola, Revenue Circle - Dispur, District- Kamrup Metro, Assam along with undivided proportionate share of **land measuring .....** Are together with 1 (one) car parking Area in the said building with common amenities.

### **SCHEDULE - D (Description of common areas/facilities to be provided in the said flat)**

- a. 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.
- b. 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.
- c. All expenses/outgoing for running maintenance, repairs and replacement of all rain water pipes, water pipes, sewage lines, manholes, toilets, underground water services.
- d. All expenses and outgoing for maintenance, repair and replacement of the common passage, corridor, compounds, staircase etc. and other capital assets and amenities as enjoyed by the PURCHASER(S) in common with other flat owners of the said building.

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 Partner

- e. All expenses and outgoing for supply of common utilities, municipal property taxes, building insurance premium and other outgoing save and except those separately assessed on the respective units.
- f. 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.
- g. All expenses required to be incurred for development and renovation of building.
- h. The annual or time to time maintenance of the lift shall be done by Flat Owners Society and the charges for the same shall be borne by the PURCHASER(S) proportionately.
- i. The colour and painting of the building shall be done each after three years with the proportionate cost of the PURCHASER(S).
- j. 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 building.
- k. In case of adequate shortage of water in future, the PURCHASER(S) shall be at liberty to arrange water for themselves at their own cost.

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*Raveen Sharma*  
Partner



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**

1.


**SIGNATURE OF VENDOR /BUILDER**

2.

**SIGNATURE OF VENDEE/ PURCHASER****Drafted by :**

**PRAMOD KUMAR BAJAJ**  
**ADVOCATE**  
**GAUHATI HIGH COURT**

**RESIDENCE CUM CHAMBER**  
**"AT PRABHUKUNJ"**  
**OPPOSITE ALUMINIUM WORLD**  
**JETUKI DAIMARI PATH,**  
**GANESHPARA, GUWAHATI - 25**  
**M-NO. 8638501196**

**BASUKI BUILDERS**  
  
**Partner**