

# SALE DEED

THIS SALE DEED is made on this 5<sup>th</sup> day of January 2024 at Guwahati.

BETWEEN

Mr. UJJAL BORO (Aadhar no. 6995 8468 0153), son of Late Krishna Kumar Boro and residing at 36, TULSI BALA ROAD, ULUBARI, GUWAHATI – 781 007 in the District of Kamrup (Metro), Assam, hereinafter referred to as the SELLER / PROMOTER / BUILDER (*which expression shall, unless repugnant to the context or meaning thereof mean and include his legal heirs, successors, assignees, executors, administrators or authorized representatives*) of the ONE PART

AND

Mr. JONATHAN QUINCY (Aadhar no. 7896 1234 5678), son of Mr. Ramesh Sharma and residing at 14, RAJGARH ROAD, GUWAHATI - 781 008, hereinafter called the PURCHASER (which expression shall unless repugnant to the context or meaning thereof mean and include his legal heirs, successors, assignees, executors, administrators or authorized representatives) of the OTHER PART.

WHEREAS the seller above named is the absolute and lawful owner of land covered by Dag No. 303 of Patta No.49 of Mouza Beltola under Dispur Revenue Circle totally admeasuring 1083 square meters and situated at Seuji Path, Khanapara, Guwahati- 781022 in the District of Kamrup (Metro), Assam, more particularly described in Schedule – 1 of this deed and hereinafter for the sake of brevity referred to as the PLOT OF LAND.

AND WHEREAS with a view to develop and to construct a multistoried apartment building over the said plot of land under the name and style of “TARINI ENCLAVE” ( hereinafter referred to as THE BUILDING) and to sale the floor of the building constructed over the said plot of land to the intending purchasers, the seller above named has obtained the necessary no objection certificate from the Guwahati Municipal Corporation vide Letter No GPL/BP/31/2060/27122017/50/1212-A Dated 18/07/2018 in his own name for the construction of a residential Ground plus 5 (Five) floors.

AND WHEREAS the promoter / builder have prior to this day provided the title deeds and documents pertaining to the said plot of land to the purchaser(s) to enable the later to carry out legal due diligence examination to his / her satisfaction about the title of the builder. Based on the said due diligence and title verification and satisfaction, the purchaser, upon being fully satisfied about the right and title of the promoter, entered into an agreement to purchase a 3 BHK type flat located on the 2nd floor and measuring 1250 sq. ft. carpet area with one car parking earmarked as No. G12 in the car parking plan enclosed along with a proportionate share of Are land area of the said plot of land for a total consideration price of Rs 75,00,000/- (Rupees Seventy-Five Lakhs only). The description of the purchased flat and car parking space is more specifically given under Schedule – 2 of this deed.

AND WHEREAS now the purchaser, on completion of the construction of the building in general and the SECOND SCHEDULE FLAT in particular and also to the full satisfaction of the purchaser and relying upon his / her own judgment and investigation(s) and on advice of competent legal counsel / advocate engaged by the purchaser(s) and in acknowledged ( by purchaser) compliance of all the terms and conditions as stipulated in the earlier agreement of sale duly registered and having registered Notarized Deed No: dated 5<sup>th</sup> of January has approached before the promoter / builder to execute the final sale deed in respect of the SECOND SCHEDULE FLAT.

**NOW THIS SALE DEED WITNESSETH AS UNDER :**

**ARTICLE-1 TITLE AND WARRANTIES**

At or before execution of these presents, the purchaser has fully satisfied himself / herself and has specifically accepted without any objection to:

- 1.1 The right title and interest of the promoter / builder to execute this Sale Deed.
- 1.2 The title of the promoter / builder in respect of the said plot of land
- 1.3 The plan sanctioned and approved by the Guwahati Municipal Corporation.
- 1.4 The total carpet area comprised in the SECOND SCHEDULE FLAT of the building comprising of 1250 sq. ft. carpet area.
- 1.5 The entrustment of the structural and Architectural planning and construction of the building with government registered Technical Person and such person's responsibility of supervision and their sole liability ( excluding the builder) as to any defects or lacuna with the structural and architectural part of the building.
- 1.6 The various facilities shall mean and include such facilities which are provided by the promoter / builder to the occupants of the various flats and / or occupiers of the said building.
- 1.7 The completion and compliance of all the terms and conditions as stipulated to be provided by the builder as per the earlier Agreement of Sale duly registered having registered notarized deed No: dated and as to the non existence any future liability / obligation or responsibility of the builder of any form what so ever, in relation to the sale of the SECOND SCHEDULE FLAT from and after the execution of this present Sale Deed.

**ARTICLE- II SALE AND TRANSFER**

- 2.1 Subject to the terms and conditions hereinafter mentioned, the promoter / builder hereby sell and transfer and the purchaser hereby acquire and derive right, title and interest on all of that SECOND SCHEDULE FLAT together with proportionate share Are only in the said plot of land described in the FIRST SCHEDULE and one car parking space on the ground floor of the building having identification mark No: G12

It is hereby made clear that the total price of the FLAT is calculated on the carpet area irrespective of whatever common facilities and amenities are constructed or are legally and compulsorily left out. The promoter / builder makes it abundantly clear that the purchaser shall not be entitled to the absolute ownership rights upon the common areas except the rights of usages only as per details given below:

- a) That the purchaser shall have and enjoy absolute title, right and interest in respect of the SECOND SCHEDULE FLAT ie. Flat No: and thus the purchaser shall have and enjoy all hereditary and transferable rights in respect of the SECOND SCHEDULE FLAT for all intents and purpose. In addition the purchaser shall also have the right to park his car in the place as specifically described under the SECOND SCHEDULE FLAT.
- b) The purchaser shall have the right of entrance and exit, all paths and passage ways for the said flat and facilities within the said building like common electrical lines and lightings, water lines, sewers, drains, pipes and this would require him / her to use the common areas and facilities within the said building harmoniously along with the other occupants, maintenance staffs etc. without causing any inconvenience or hindrance to any one of them. Further it is clearly agreed and understood by the

purchaser that as regard the common areas and facilities within the said building, the right to use of such areas and facilities shall always be subject to timely payment of maintenance charges to the society formed or to be formed for the said building. The common area and limited area are particularly described under the THIRD SCHEDULE appended herein.

- c) In addition to the above, the purchaser shall have ownership of undivided, undefined proportionate share in the land underneath the building. The proportionate share has been calculated in the ratio of the carpet area of the said flat. It is made abundantly clear and agreed by the purchaser that he / she have no right, title or interest or whatsoever on the said plot of land except to the extent of using only such general commonly used areas and facilities within the said building, subject however to the timely payment of maintenance charges ie. Common areas maintenance charges, which will be first decided by the builder and thereafter upon being handed over to the society the same will be decided by the society without right to use the roof top of the building. The promoter / builder shall have exclusive right over the roof and can construct additional floors, if permitted by law at any time in force and shall have the exclusive right to take up or complete such further construction notwithstanding the designation of any common area as limited common area or otherwise. However such general commonly used areas and facilities earmarked for common use of all occupants of "TARINI ENCLAVE" shall not include the exclusive reserved parking space in the ground floor or any uncovered parking space in the open area of the ground floor, individually allotted to the purchaser(s) for their use.
- d) The parking space exclusively allotted to the purchaser(s) shall be understood to be together with the flat and the same shall not have independent legal entity detached from the said flat. The purchaser(s) shall not sell / transfer / deal with the parking space independent of the said flat. The purchaser shall park his single vehicle in the parking space allotted to him / her and not anywhere else in the parking space in the ground floor of the building. The parking space allotted to the purchaser shall automatically stand cancelled in the event of cancellation, surrender, relinquishment, resumption, repossession etc. of the said flat to which the said parking space is attached under the provisions of this agreement entered between the promoter / builder and purchaser. Each allotment of parking space will entitle the purchaser, the right to park only one vehicle. In case of transfer of the Flat, the right to use the parking space shall automatically transfer along with the flat. The right to use the parking space shall under no circumstances is separately transferrable. This right to use the parking space does not confer any separate right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain to be the property and in possession of the promoter / builder and it shall be at the discretion of the promoter / builder to allot / use the said unallotted parking space(s). as he may decide, at his sole discretion.

2.2 The undivided proportionate share in the land shall be the only land underneath the building and such undivided share shall remain impartible.

2.3 The right of the purchaser shall always remain restricted to the said flat and the purchaser shall have no right or claim over and in respect of any other part and / or portion of the said building and ownership of the land, areas, facilities and amenities vests solely with the promoter / builder and their usage and manner / method of use / disposal etc. shall be at the sole discretion of the promoter / builder.

### **ARTICLE- III CONSIDERATION AND PAYMENT**

3.1 In consideration of the above, the purchaser has made payment to the promoter / builder a sum of Rs 75,00,000 /- ( Rupees Seventy-Five Lakhs only ) towards the basic consideration of the flat comprising of 1250 sq. ft. having flat no: on the second floor of the building more particularly described under the SECOND SCHEDULE along with one number car parking space earmarked as G12  
The promoter / builder do hereby acknowledge, admit and confirm the receipt of aforesaid basic sale consideration for the SECOND SCHEDULE FLAT ( excluding any other ancillary and incidental charges, if any ) from the purchaser.

## **ARTICLE- IV COMPLETION AND POSSESSION**

The promoter / builder has given the actual possession of the SECOND SCHEDULE FLAT to the purchaser on request of the purchaser as per the agreed date of giving possession to him / her with all common area work being completed in due course of time. The purchaser has fully satisfied himself . herself about the quality of the work of the building and flat agreed upon and upon such satisfaction, on the request of the purchaser, the promoter / builder this Sale Deed in favour of the purchaser by giving actual possession of the SECOND SCHEDULE FLAT. The purchaser acknowledge that all the obligations of the promoter / builder as was created by the Agreement of Sale executed earlier has been done / completed and complied with to the full satisfaction of the purchaser and that he does not have any complain or objection to the performance of the obligations of the builder to the fullest. The purchaser realizes that all obligations of the builder is hereby closed and the purchaser shall not raise any complain in the future as regards any purported non completion of any obligation by the builder with effect from the execution of these presents.

## **ARTICLE- V MAINTENANCE**

The promoter / builder has by himself and / or through his nominated agency maintained the common areas and facilities as described in the THIRD SCHEDULE for the period starting from the “date of possession” of all the flats to the individual purchasers of the flats.

It is hereby made clear that the aforesaid period will soon expire and thus maintenance and management of the common areas will be handed over by the promoter / builder to the body of purchasers of all flats in the building to be formed in accordance with the applicable Acts, Rules and By Laws. The said flat holders shall now form unto themselves into an Association, Co-operative Housing Society, Private Limited Company or any other Incorporated Body, as the case may be, to be established and get duly registered under the prevalent Act / Law. All the purchasers are compulsorily required to complete the formalities of becoming a member of such body and also to comply with the Rules and By Laws for their membership of the said body as laid down. The body of purchasers / Association / Committee shall therefore be responsible for the maintenance of common areas and their would be no responsibility or liability of the builder to that regard. All the responsibility and obligations of the builder are over and completed and the builder cannot be held liable for any present or future non maintenance of the building. However till such date as to such formation of society, the maintenance of the scheduled property will be done by the builder and the purchasers will have to mandatorily pay the common area maintenance charges as is fixed by the builder.

## **ARTICLE- VI MISCELLANEOUS**

- 6.1 The promoter / builder ensure that the FLAT of the purchaser is free from encumbrances.
- 6.2 The entire Multi- Storied Building together with the area falling and comprising in the FIRST SCHEDULE plot of land shall always known as “TARINI ENCLAVE”. It is hereby made clear that the promoter / builder shall put his firm’s logo in appropriate places in exterior and / or interior of the building and also in other appropriate places as may deem fit, which shall never be removed and altered with at any time whatsoever.
- 6.3 The purchaser shall be entitled to get his constructed premises duly assessed from the Guwahati Municipal Corporation and to obtain separate holding number, electricity connection, water connection, gas connection and / or any other connection or facility from the competent authorities / offices and in this regard this deed of Sale itself shall be treated as specific consent and no objection from the builder . However, if required the builder will execute further papers, documents, NOC, consent letter declarations, affidavit etc. at the request and cost of the purchaser for the aforesaid matters.

- 6.4 The promoter / builder shall be entitled to all future vertical and horizontal exploitation of TARINI ENCLAVE and / or the said plot of land by way of additional construction or otherwise. The promoter / builder shall have exclusive right over the roof top and common areas and can construct additional floors, if permitted by law at any time in future and the purchaser shall have no right to object for the same.

#### **ARTICLE- VII FORCE MAJEURE**

That in case of any natural calamity, earthquake, war or other act of God the building collapses or get demolished, then the existing owners / occupants of the building shall be entitled to reconstruct the building covering their present size of the flat and in such event the foundation costs and costs of the common services shall be borne by the owners proportionately in proportion to their carpet area in the building. Thereafter each owner shall be entitled to construct his / her respective roof / floor within six months from the date of getting his / her respective roof / floor for construction. In the event of default by any owner, the next owner shall be entitled to construct his / her premises / roof / floor on the space of the defaulting owner.

#### **ARTICLE- VIII RESTRICTIONS AND OTHER LIABILITIES**

From the date of the possession of the said flat, it shall be the duty of the purchaser :

- To co-operate with the other purchasers in the management and maintenance of the said building.
- To observe the Rules framed, from time to time, by the promoter / builder and upon formation, the Rules framed by the Co-operative Housing Society / Association / Committee or Private Limited Company, as the case may be, for proper use and enjoyment of the said building by all occupants / purchasers of flats.
- To allow the promoter / builder with or without workmen to enter the said flat for all reasonable purposes associated with the development of the building.
- To pay and bear the common expenses, common area maintenance charges, electricity bills and other outgoings and expenses since the date of possession and also the rates and taxes for and / or in respect of the said building proportionately for the building and / or common areas / part and wholly for the said flat and / or to make deposits on account thereof in the manner mentioned therein to the promoter / builder and upon formation, to the Association / Committee / Private Limited Company / Society, as the case may be. Such amount shall be deemed to be payable on and from the date of possession, whether actual possession of the said flat has been taken or not by the purchaser
- To deposit the amounts reasonably required with the promoter / builder and upon formation, with the Association / Committee / Private Limited Company / Society, as the case may be, towards the liability for the rates, taxes and other outgoings.
- To pay the charges for electricity in or relating to the said flat wholly and proportionately relating to the common areas and utilities.
- Not to subdivide the said flat or the parking space or any portion thereof.
- Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building or compound or any portion of the building.
- Not to put any name or signboard, neon light, publicity or advertisement material, hanging of cloths etc. on the external wall of the building or anywhere on the exterior of the building or common area.
- Not to store or bring and allow to be stored into the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof, including windows, doors etc. if any.
- Not to hang from or attach to the beams or rafters of the said flat any articles or machinery which are heavy or likely to affect or endanger the structures of the building or damage the construction of the building or any part thereof.
- Not to install or fix air-conditioners in the said flat, save and except at the places which have been specified in the said flat for such installation of air-conditioners by the promoter / builder.

- Not to do or cause anything to be done in and around the said flat which may cause or tend to cause or affect any damage to any flooring, ceiling of the said flat or adjacent to the said flat or in any manner interfere with the use and right and enjoyment thereof of any passage or amenities available for common use.
- Not to damage or cause to be damaged or demolished the said flat or any part thereof or fittings and fixtures thereto.
- Not to close or permit the closing of balconies or open terraces or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the balconies, open terraces, lobbies and any external walls or the fences of the external doors and windows of the said flat which in the opinion of the promoter / builder differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- Not to install grills outside of the window of the said flat hampering the elevation of the said building.
- Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said flat or any part of the building or cause increased premium to be payable in respect thereof if the building is insured.
- Not to make in the said flat any structural additions and / or alterations such as beams, columns, partition walls etc. or improvement of a permanent nature, except with the prior approval in writing from the promoter / builder.
- Not to use the said flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for any purpose which may or likely to cause a nuisance or annoyance to the occupiers of other portions of the said building or for any illegal or immoral purpose or as a boarding house, club house, nursing home, eating or catering place, dispensary or a meeting place or for any commercial or industrial activities and shall not keep in the parking space anything other than private motor car and shall not raise or put any kutchra or pucca construction, grilled wall / enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking space.
- Not to use the allotted parking space or permit the same to be used for any purpose whatsoever other than parking of own vehicles.
- Not to park vehicles on the pathway or open spaces of the building or at any place except the space allotted.
- Not to put any articles or materials in the common passage including staircase etc. or put any obstruction thereupon so as to cause any obstruction in the smooth passage through the staircase and other common area in the building.

IN WITNESS WHEREOF, the parties have signed and affixed their signature thumb mark on this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witness at Guwahati :

WITNESSES:-

1.

SELLER

Mr. UJJAL BORO

2.

PURCHASER

Mr. JONATHAN QUINCY

## **SCHEDULE – 1**

### **PLOT OF LAND**

All that piece and parcel of land covered by Dag No. 303 of Patta No.49 of Mouza Beltola under Dispur Revenue Circle totally admeasuring 1083 square meters and situated at Seuji Path, Khanapara, Guwahati- 781022 in the District of Kamrup (Metro), Assam, butted and bounded as follows:

East : Plot of Hem Baishya / Plot of Kesab Nath

West : Plot of Anjali Barman / Plot of Upen Deka

North : Plot of Ramesh Sharma / Plot of Prafulla barman

South : Seuji Path

## **SCHEDULE – 2**

### **DETAILS OF THE FLAT**

All that flat No: on the second Floor comprising of 1250 sq. ft. situated in the said building “TARINI ENCLAVE” standing over the aforesaid Schedule – 1 plot of land and having one number of allotted parking space marked as parking No: G12 in the ground floor of the said building together with undivided proportionate share in land attributable thereto and together with proportionate share in the common parts and portions in the said building situated at Seuji Path, Khanapara, Guwahati – 781022 in the district of Kamrup(M), Assam

## **SCHEDULE – 3**

### **COMMON AREA AND LIMITED AREA**

List of common areas and facilities for use of flat purchaser within the said building, in the manner as comprehensively defined:

1. The foundations, columns, beams, supports, corridors, passage, lobby, stairs, landings and entrance.
2. Lift, lift installation, lift lobbies, lift machine room.
3. Pump, pump room and pump installation.
4. Tube well and its installation.
5. Lighting of common areas and fire fighting equipments.

6. Drains and sewers from the land.
7. Overhead water tank and water reservoir.
8. Boundary walls of the said building and main gates.



THAT in pursuance of this agreement and in consideration of Rs 75,00,000/- (Rupees Seventy Five Lakh only) the entire amount has been received by the seller from the purchaser prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the seller.

1. THAT the seller hereby sells, conveys, transfers and assign the flat described under Schedule – II of this deed along with undivided share / right over the land described under Schedule – I of this deed absolutely and forever with all rights, title and interest of the same, unto the purchaser who shall hereafter be the absolute owner of the said flat and enjoy all rights of ownership in respect thereof along with undivided right / share over the said land jointly along with the other co-purchasers / flat owners of the said Tarini Enclave.
2. THAT all expenses of this sale deed such as stamp duty, execution and registration fee, etc has been paid by the purchaser.
3. THAT the seller has assured and delivered to the purchaser that the flat and the land described under the Schedules to this deed are free from all sorts of encumbrances such as sale, mortgage ,gift, transfer, decree, litigation, lease, acquisition, notification, etc. and there is no defect in the title of the seller and if it is proved otherwise at any time and the purchaser suffers any loss on account thereof, the seller shall be fully liable and responsible for the same and the purchaser shall be entitled to recover all of his / her such losses from the seller.
4. THAT the actual physical possession of the said flat has been handed over by the seller to the purchaser who is in possession of the same at the time of registration of this sale deed. The said purchaser shall henceforth for all times peacefully and quietly possess and enjoy the aforesaid flat and demised land mentioned under the schedule to this deed.
5. THAT the purchaser may mutate his / her name jointly along with other flat owners over proportionate share of the said land as mentioned above.
6. THAT the staircase, the lift and the road within Tarini Enclave shall be used for ingress and egress as common space / property for common use of the seller and the purchasers of the flats therein and the seller and the purchasers shall acquire right of way over the common space and the roads for common use only. It may be stated here that except the car parking space all other vacant spaces of the Tarini Enclave may be used by all the flat owners including the seller as common space for common use only.
7. THAT it is further declared that if Tarini Enclave is damaged or demolished due to act of God or otherwise all the flat owners of the said building shall have the right to reconstruct the said building jointly without any objection of the seller.

IN WITNESS WHEREOF, the parties have signed and affixed their signature thumb mark on this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witness at Guwahati :

WITNESSES:-

1. SELLER

Mr. UJJAL BORO

2. PURCHASER

Mr. JONATHAN QUINCY