

ASSAM APARTMENTS (CONSTRUCTION AND TRANSFER OF OWNERSHIP) RULES, 2010

Registered No. THE ASSAM GAZETTE EXTRAORDINARY PUBLISHED BY THE AUTHORITY 7K 55 9<2010, 18 zrtv1, 1931 No.55 Dispur, Tuesday, 9th March, 2010, 18th Phalguna, 1931 (S.E.) GOVERNMENT OF ASSAM ORDERS BY THE GOVERNOR GUWAHATI DEVELOPMENT DEPARTMENT NOTIFICATION The 9th March, 2010 - 768/97 No.GDD. 86/94/216.--In exercise of the powers conferred by sub-section (1) of Section 42 of the Assam Apartments (Construction and Transfer of Ownership) Act, 2006, (Assam Act XXI of 2007) the Governor of Assam is hereby pleased to make the following rules, namely:- 1. 2

3. Short title and commencement: - (1) These rules may be called the Assam Apartments (Construction and Transfer of Ownership) Rules, 2010.(2) They shall come into force on the date of their publication in Official Gazette. Definitions:- In these rules, unless the context otherwise requires,- (a) 'Act' means the Assam Apartments (Construction and Transfer of Ownership) Act, 2006, (Assam Act of 2007); (b) 'Form' means a form appended to these rules; (c) 'Section' means a section of the Act; and (d) Words and expressions used in these rules and not defined but defined in the Act, shall have the meanings respectively assigned to them in the Act. Manner of making declaration: - (1) A promoter or builder for the purpose of making declaration of any document referred to in section 12 of the Act shall produce the original copies of such document before the person intending to purchase one or more apartments. Such person may ask the promoter all relevant questions for seeking further information or clarification in respect 574 THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 of any document or matter required to be declared, produced or furnished by or under the provisions of the Act and the promoter shall be legally bound to answer all such questions to the best of his knowledge and belief. The manner of declaration shall be in (2) The promoter while making disclosure of the outgoings as required under rule (4) (g) shall state the basis on which any estimated figures or other information is given. (3) The promoter shall display or keep all documents, plans, specifications, (or copies thereof) referred to in clauses (a), (b), (c), and (d) of sub-section (1) of Section 12 of the site and permit inspection thereof, (4) The promoter shall, when the flats are advertised for sale, disclose inter alia, in the advertisement the particulars as required under clauses (a), (b), (c), (d), (e), (f), (g) and (h) of sub-section (1) of Section 12 and also the following particulars- (i) the extent of the floor area of the apartment including the area of the balconies and common area which should be shown separately; (ii) the price of apartment including the proportionate price of the common areas and land and facilities which should be shown separately, to be paid by the purchaser of the apartment and the intervals at which the installments thereof may be paid; (iii) the nature, extent and the description of the common areas and facilities

4. Copies of certain documents to be given:- A promoter/builder shall on demand and payment of a reasonable charge thereof, to any person intending to purchase one or more apartments, give copies of the following documents, namely:- all documents of the title relating to the land on which the apartments are constructed, or are to be constructed, which are in the Promoter's/Builders possession or power; (b) the certificate by an Advocate as indicated in Annexure-A under



Form-I; (c) • all documents relating to encumbrance (if any) on such land, including any right, title, interest or claim, of any party in or over such land; (d) the plans and specifications of the building duly approved by competent authority built or to be built on the land referred to in clause (d) of sub-section (1) of Section 12; (e).a list of fixture, fittings and 'including the provision for one or more lifts) provided or to be provided for the apartment; (f) a list of apartments with their members already purchased or agreed to be purchased, and the name and addresses of the parties and the price charged or agreed to be charged therefor, and the terms and conditions-if any, on which the apartments are purchased or agreed to be purchased; (g) full and true disclosure in of all outgoings, including ground rent, if any, municipal or other local taxes, taxes on income, water and charges, . revenue on any estimated figures or..other information as given to the person intending to. purchase the Proof of Nationality/Citizenship: THE ASSAM GAZETTE- EXTRAORDINARY MARCH- 9 2010 5. Particulars to be contained in the agreement:- 575 (1) The agreement prescribed in Section 24(1) of the Act shall contain, inter alia, the particulars referred to in sub-rule (2) of rule 5 and to such agreement there shall be attached copies of the documents specified in sub-rule (3) of rule 5. (2) Particulars:- (i) if the building is to be constructed, the liability of the promoter/builder to construct it according to the plans and specifications approved by the competent authority ; (ii) the probable date by which the possession of the apartment is to be handed over to the purchaser and the extension of the probable dates if required shall be fixed by the competent authority; (iii) the extent of the area of the apartment including the common areas should be shown separately; (iv) • the price of the apartment including the proportionate price of the common areas and additional facilities which should be shown separately to be paid by the purchaser of apartment, and the intervals at which installments thereof may be paid; (v) the nature, extent and description of common areas and facilities; (vi) percentage of undivided interest in the common areas and facilities, appertaining to the apartment to be sold; (vii) percentage of undivided interest in the common areas and facilities, if any appertaining to the flat or apartment agreed to be sold; (viii) statement of the use for which the flat or apartment is intended and restriction of its use, if any. Copies of documents to be attached to the agreement:- (i) the certificate by any Advocate as indicated in Annexure-A of Form-I; (ii) • the extent of relevant revenue and Municipal records showing the nature of the title of promoter/builder to the land on which apartments are constructed or are to be constructed' (iii) the plans and specifications of the apartment as approved by the competent Authority. 6. . (1) The manner of executing the agreement:- The promoter. or builder: shall • before accepting any advance payment or deposits, enter into an agreement with • the apartment purchaser in Form-I containing particulars specified, in sub-rule (2) of rule 5 and shall attach thereto the copies specified in sub-rule (3) of rule 5, (2) The manner of execution of instrument of sale, purchase or lease shall be as per the agreed terms and condition' of purchaser and vendor and shall be registered under Indian Registration Act, 1908 (Central Act, 16 of 1908) within one month of making the full payment of as per the initial agreement

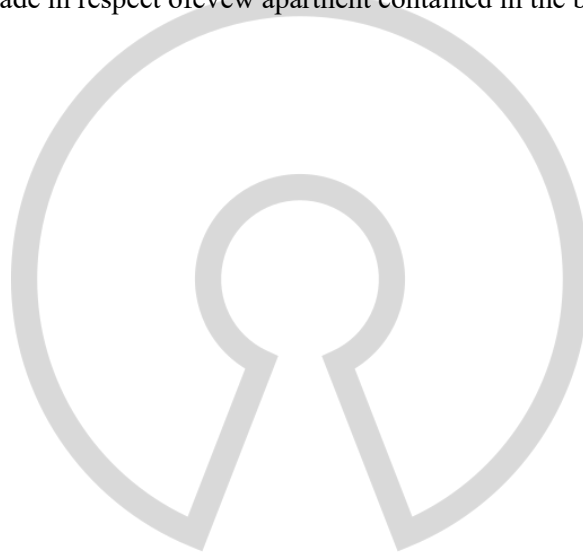
7. Period of submission of application for registration of society or association of purchasers of apartment:- After purchase of sixty percent of the apartments, the purchasers shall form a society or association and register the same before the competent registering authority within four months from the date. of completing of sixty percent purchase as provided in section 3 of the Act. 576 THE ASSAM GAZETTE. EXTRAORDINARY, MARCH 9, -2010 8. Promoter to maintain separate accounts of sums taken as advance or deposit and disburse them for purpose for which given:- The promoter/builder shall maintain a separate account in a Scheduled Bank of sums taken by him, from persons intending to purchase or purchased as advance or deposit and he shall hold the said moneys for the purpose for which they were given and shall not use the money for any other purposes other than building or apartments, He shall on demand by the competent authority or Government make full and true disclosure of all transactions in respect of that account

9. Manner of making disclosure:- (1) For the purpose of making disclosure of all transactions in respect of the account referred to in rule 8 or for making disclosure of information and documents in the manner prescribed in these rules, a promoter shall produce before the competent authority or an officer authorized by him, all relevant information, documents and books of account in relation to such account within such time as that competent authority or authorized officer may fix in that behalf. (2) The Register of Apartment Purchaser and the Register of Apartments shall be in Form Nos.' 11

and Ilrespectiyely and the statements may be maintained according tothe practice. (3) Paniculars of all disclosures governing the general liability of the promoter or builder shall be in Fonn-X



10. Responsibility for-payment of outgoings till property is transferred:- A promoter/builder shall, while he is in possession and where he collects from persons who have purchased apartments or are to be occupied apartments for the payments of outgoings even thereafter, pay all outgoings (including ground rent, Municipal or other local taxes, taxes on income, water charges, electricity charges, revenue assessment, interest on any mortgage or other if: any) the proper to the persons taking over the apartments, or to the organization of any such persons, 11. The form of declaration to be filed before competent authority by the Promoter/builder or the person authorized by the society, company or association of apartment owners:- The declaration required to be filed by- the sole owner or all the owners thereof for the Section be in form No. IV 12, Declaration and Deeds of Apartments and Deeds of Plans to be registered:- (i) Simultaneously with the registration of the instruments of declaration there shall be filed along with it a set of certified copy of approved plans duly approved by the competent authority. (2) In all registration office shall be called "Register of Declarations and Deeds of Apartments under the Assam Apartments (Construction of Ownership) Act, 2006" shall be a form and Index relating thereto kept in form No. VI. The book and the Index shall be kept in such form and shall contain such particulars as provided and VI. THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 577 (3) It shall be the duty of the very promoter/manager/secretary or president of a association or a society of apartment owner, as the case may be, to submit before the Sub-Registrar of the area concerned in which the property containing the apartment is situated, or if there is no Sub-Registrar for the area, to the Registrar of the District in which such property is situated, a certified copy of the Declaration and Deed of Apartment made in respect of every apartment contained in the building



forming part of the property together with a memorandum containing such particulars as are indicated in

Form No. IV duly certified by competent authority. (4) The Sub-Registrar, or as the case may be, the Registrar shall also enter particulars in the Index kept under sub-rule (3). Any person acquiring any or any apartment owner shall be deemed to have notice of the declaration and of the Deed of Apartment from the date of its registration under this section. (5) The promoter/builders/land owners/purchaser who intend to construct an apartment and who are required to execute and submit declaration, shall submit all the relevant documents as provided in the Assam Apartment (Construction and Transfer of Ownership) Act, 2006, and the rules framed thereunder and shall submit the relevant document so specified accompanied by- (i) Application in paper declaring the intention or application in the standard form as may be prescribed by competent authority from time to time - (ii) An Administrative/ processing fee of 0.1% of the price of apartment including the proportionate price of the common areas and land and facilities which should be shown separately to be paid by the purchaser of the apartment which is not refundable. 13, General

requirements for apartment buildings:- (1) Fire Protection.- In addition to the provision of Part-IV of Fire Protection of (2) (3) (4) (5) (6) (7) National Building Code of India, 2006, and the requirements specified in the Building bye Laws of the area along with amendments made from time to time, buildings above 15.8 M. height will require clearance from Director Fire Service, Assam. For any other specific building the Directorate of Fire Service may insist on suitable provision in the building from fire safety and fire fighting points of view depending on the occupancy, use, height of buildings which shall have to be complied with. The following other provision of the building has to be made and certified by the promoter as per requirements of the building bye laws of that area and amendment made from time to time.

Construction Building Materials, Staircase Enclosures for Buildings more than 15 M in height. Lift Enclosures, External Windows. Building Service- (a) Electrical Service; 578 (b) (c) (d) (f) (g) (h) (i) (k) (m) THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 Own GAS/LP Gas Supply

Pipes if any:- Where gas pipes are run in the building, the same shall be run in separate shafts exclusively for this purpose and these shall be on external walls away from the staircases. There shall be no interconnection of this shaft within the rest of the floors. Gas meters shall be housed in a suitably constructed metal cupboard located at well ventilated space at ground level; Staircase and Corridor

Lightings:- In addition to the requirements of the Building Byelaws following provisions are required; (i) For assembly, institutional buildings, the alternative source of supply may be provided; (ii) Emergency lights shall be provided in the staircase/corridor for assembly and institutional buildings; Alternative Source

Of Electric Supply if any; Transformers; Air-conditioning if any; Boiler Room if required: Provisions of Boiler Rooms shall conform to Indian Boiler Act; Provision of First Aid Fire Fighting Appliances; Fixed Fire Fighting Installations; Static Water Storage Tank; Automatic Sprinklers if required: Automatic sprinklers shall be installed; Automatic High Pressure Water Spray System if required:- This system shall be provided for protection of indoor transformers of a sub-station in a basement area; Foam Generating System if required:- This system shall be provided for protection of boiler rooms with its ancillary storage

oils in basement; (n) Carbon-dioxide Fire Extinguishing System if required; (o) House Keeping:- To eliminate fire hazards a good house keeping inside the building and outside the building shall be strictly maintained by the occupants and [or the owner of the building; (p) Fire Drills and Fire Orders: Fire notices/orders shall be prepared to fulfill the requirements of the fire fighting and from the buildings in the event of fire or other emergency. The occupants shall be made thoroughly conversant with their action in the event of the emergency by displaying fire notices at vantage points. Such notices should be displayed

prominently in bold lettering; (q) Source of water. THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010, FORM 579 MODEL FORM OF TO BE ENTERED INTO BETWEEN PROMOTER AND PURCHASER OF FLAT [See Rule 6] This agreement made at . between ., carrying on business in the firm name and style of. at day in the year Two Thousand Shri and of of in partnership . v. l. 'J.. t. limited, a Company registered under the Indian Companies Act, 1913 (VII of 1913) the Companies Act, 1956 (I of 1956) and having its registered office at , ... of . hereinafter referred to; as "The Promoter"

(which expression shall unless the context does not so admit include his heirs, executors and administrators them, the survivors or survivor of them, the heirs, executors and administrators of the last survivor, the partners or partner for the time being of the said firm its successors and assigns). of the one part and Shri/Smt./Kumar....., son/wife/daughter of, .. residing at hereinafter referred to as 'The Flat Purchaser,' which expression shall unless the Context does not so admit include his/her heirs, executors

and administrators for the other part. day of Whereas the Promoter; has by an agreement/conveyance dated ... of One Part (hereinafter referred to "The and executed between . , Vendor") and the Promoter on the Other Part of the Vendor has agreed with the Promoter for the absolute sale. to the Promoter/sold absolutely .to the promoter an immovable property of revenue being piece or parcel of freehold land bearing Dag , mauza..... in the district of and measuring sq village mts.(. .B... (hereinafter referred to "the said land") and ,whereas by and under a made bésvén • ...i... n. • Leäse/an Ageement for Lease dated the ay of of the One Part (hereinafter referred to as "The Lessor") and the promoter of the' Other Part, the Lessor agreed to grant into the Promoter a lease in perpetuity/for a term in , , years in respect of an immovable property being piece or, parcel of leasehold bearing Dag No: ,... PP . in the district of , , , and measuring No. of revenue mauza: , , sq. mts.(. .B 0K.. , .10) (hereinafter referred to as "the said lease Land") at a rent per annum/month and on the terms and contained in the said Lease/ of Rs Agreement for Lease. And whereas the lease/ageement for lease is with the benefit and right to construct any new buildings if so permitted by the concerned local authority/Urban Development Authority. And whereas by an ageement dated day of.... , . ./Power of Attorney dated executed between Shri . , ...1 (hereinafter referred to as "the Original land Owner") of the One Part and ,the Promoter of the Other Part (hereinafter referred to as "the Development Agreement") the Original land Owner has appointed the. Promoter as his agent to develop the piece or parcel of freehold land bearing Dag No:.... , PP No... of revenue village.. and measuring sq mauza..... in the district of , .K.. ..L) (hereinafter referred to as " the said land") and to construct thereon buildings in accordance with the terms and contained in the Development Ageement/ Power of Attorney. 580 THÉT i ASSAM GAZETTE. EXTRAORDINARY, 3 MARCH 2010 And whereas the Vendor/Lessor/Original Owner/Promoter being in possession of the said land and buildings thereon will be demolishing/have demolished the old buildings and and construct/have constructed instead new multi-storied buildings thereon, And whereas the Promoter has proposed to construct on the said land , .. new multi-storied buildings of ground floor at stilt level and .or more upper floors (hereinafter referred, to as "the said buildings"). And whereas by virtue of the Development Agreement/Power of Attorney the Promoter alone has The sole and exclusive right to sell .the flats in the said buildings to be the Promoter on the said land and to issue the sale deed with the purchaser/s of the flats' and to receive the sale price in respect thereof. And whereas the flat purchaser demanded from the Promoter and the Promoter has given Inspection, to the flat purchaser of all .the documents of title relating to the said land the said order, the Development Ageement and the plans, and specifications prepared by the r. and of such offer documents as are Promoter's Architects Messrs Assam Aparant (. Construct and Transfer of Ownership)' Act' 2006 (hereinafter referred to as "the said Act") and the rules made thereunder. And whereas the copies of Certificate of Title issued by the 'attorney at-law or Advocate of the Promoter, Property card or extract of village survey records or any other relevant revenue record showing the nature 'of the title 'of the Promoter. to the said land the copies of the Said plans approved by the concerned local authority have been annexed hereto and marked "B" and "C" respectively. And whereas the Promoter Has' got' from the- concerned local authority the plans, the Specifications, elevations, sections and details of the said building(s) (hereinafter referred to as "the said plans"). And whereas while sanctioning the Said plans; the concerned local authority/Urban Development Authority and/of Government has laid down certain terms; conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said land and the said building(s) and upon due observance and performance of which only the completion and occupation certificates in respect of the said building(s) shall be granted by the concerned local authority. And whereas the Promoter has accordingly commenced construction of the said building(s) in accordance with the said plans. And Whereas relying upon the said application, declaration and ageement the Promoter agreed to sell to the Flat Purchaser a flat at the terms and conditions hereinafter appearing. And whereas prior to execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs.. . (Rupees , , .: agreed to be sold by the Promoter to the Flat Purchaser, THE ASSAM GAZETTE EXTRAORDINARY* MARCH 9 2010 581 And whereas under.. Section 5 of the said 'Act Promoter is required to execute a written agreement for Sale of said flat to the Flat Purchaser; being in fact these presents and also to register said agreement under the Registration Act. Now this agreement witnessed and it is hereby agreed by and between the parties hereto as follows:- 1) 2) The Promoter shall construct the said building(s) consisting of ground and upper floors on the said land in accordance with the specifications approved by the Concerned Competent authority and which have

been seen and approved by the Flat Purchaser With such variation' and modifications as the Promoter may consider necessary or as approved by the concerned competent authority/Government to be made in them or any of them for which the Flat Purchaser hereby gives consent. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser, of the Type...., Flat No ... of floor area and measuring.... sq. mts. (which is inclusive of the area of balconies) on 1. floor as shown in the floor plan thereof hereto annexed and marked Annexure D/Shop No.;". Garage No : , (hereinafter- referred Premises'?) for the price of, including (being the proportionate price of the common, areas and facilities appurtenant to the premise, the nature, extent and description of the common/limited common -areas. and facilities/limited common areas and. facilities which are more particularly described in the Second. Schedule hereunder written; The Flat Purchaser hereby agrees to pay to the Promoter balance amount of purchase price of Rs. ... , (Rupees.. paid to the Promoter on or before. of this *agreement in the following manner: Rs... within fifteen days from the date of intimation about the completion of the; , , , (11) 'Rs Being 1. 0/0 within fifteen days from the date of intimation about the completion of the , . Being 0/0 within fifteen days from the date of (iii) Rs intimation about the completion of the (iv.) Rs: , , within fifteen days from the date of intimation about the completion of the , , I . Being (v) Rs. . The percentage of undivided interest in common areas and facilities and limited and common area facilities, if any, appertaining to the premises shall be . respectively. 582 3) 4) 5) 6) 7) 8) THE ASSAM GAZETTE, EXTRAORDINARY, MARCH 9, 2010 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises of the Flat Purchaser, obtain from the concerned local authority completion as well as occupation certificates in respect of the premises. The promoter hereby declares that the Floor Area Ratio (FAR) available, in respect of only and that no part of the said FAR has been utilized by the said land is promoter elsewhere for any purpose whatsoever. In case the said FAR has been utilized by the promoter elsewhere, then, the promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilization of said FAR by him. If at any time prior to or even after the execution of the conveyance/assignment of lease the FAR at present applicable to the said land is increased or unused FAR is utilized, such usage shall ensure for the benefit of the promoter alone, without any rebate to the flat purchaser. In case the promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then the promoter hereby agrees that he shall, before handing over possession of the premises to the Flat Purchaser and in any event before execution of a conveyance/ assignment of lease of the said land in favour of a corporate body to be formed by the purchaser of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as 'the Society'/' "Limited Company"), ensure that the said land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by promoter in favour of the said Society/Limited Company, The Flat purchaser agrees to pay to the promoter interest at , , , , ... per annum on all the amounts which become due payable by the Flat Purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the purchaser to the promoter. On the flat purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the promoter shall be entitled to exercise his own option to terminate this agreement, and to forfeit the moneys paid by this Flat purchaser under this agreement subject to the approval of the Competent Authority. Provided that before issuing such approval reasonable opportunity shall be given to the defaulting purchaser by the Competent Authority, The fixtures, fittings and amenities to be provided by the promoter in the premises and the said building are those that are set out in Annexure 'E' annexed hereto. THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 583 9) .The Promoter shall give possession of the premises to Flat Purchaser on or before... day of... : If the Promoter fails or neglects to give possession of the premises to the Flat Purchaser by the aforesaid date or the date or dates which shall not exceed six months then the Promoter shall forthwith refund to the Flat Purchaser the amounts already received by him in respect of the premises with simple interest @

15% from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Flat Purchaser they shall, subject to prior encumbrance if any, be a charge on the said land as well as the construction of building in which the premises are: Situated or were to be situated, 10) The Flat Purchaser shall take possession of the premises within ... days of the promoter giving written notice to the Flat Purchaser intimating that the said premises are ready for the use and occupation. Such certificate shall be issued after obtaining occupancy certificate from the Competent Authority, Provided that if within a period of one year from the date of handing over the premises to the Flat Purchaser, the Flat Purchaser brings to the notice of the promoter any defect in the premises or the building in which the premises are situated or the material used therein or any unauthorized change in the construction of the said building then; wherever possible such defects or unauthorized changes shall be rectified by the own cost, 'Provided further that in respect of defects or unauthorized changes brought to the notice of promoter at the expiry of aforesaid period of one year, the Flat Purchaser along with other flat purchasers in the said building, shall be entitled to receive from the promoter compensation for such defects or changes, 11) The Flat Purchaser shall use the said premises or any part thereof for the purpose for which permission is granted by Competent Authority and shall not use the premises for any purpose other than the permitted use; He shall not use the motor garage or parking space for any purpose other than for keeping or parking the Flat Purchaser's own motor car. 12) The Flat Purchaser along with other purchasers of flats or other spaces and garage and/or car parking places in the building shall join in forming and registering the Society or a Limited Company to be known by such name as Promoter or Flat Purchaser may decide and for this Purpose he/she also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the byelaws of the proposed Society duly fill in, sign, and return to the Promoter within , , , days of the same being forwarded by the Promoter to the Flat Purchaser. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft byelaws or the Memorandum and/or Articles of Association, "-may be required by the Societies or the Registrar of Companies, as the case may be or any other Competent Authority. 1.3) all its the notes of the amount due and payable to them by: all the flat owners of the flats in the said building, garage and car parking spaces, the Promoter shall co-operate with the Flat Purchaser in forming, registering or incorporating a Society 584 THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 or a Limited Company; the right of the members of the Society or of the Limited Company, as the case may be, being subject to the rights of the Promoter under this agreement and the conveyance/assignment of the lease to be executed in pursuance thereof. the Society or Limited Company is registered or incorporated or framed, as the case may be and all the amounts due and payable to the Promoter in respect of the flats and other portions in the said buildings garages and the car parking spaces, are paid in full as aforesaid; the Promoter shall cause to be transferred to the Society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society, or Limited Company, as the case may be, such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement. 14) Commencing 30 (thirty) days after notice is given by the Promoter the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and Building/s namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter provisional monthly contributions of Rs. , ... per the outgoings. The so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the promoter until the lease is executed, in favour of the Society or a Limited Company as aforesaid. On such conveyance/assignment of lease being executed, the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Promoter to the Society or Limited Company, as the case may be, The Flat Purchaser

undertakes: to pay such provisional monthly contribution and such share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. 15) The Flat Purchaser shall not on or before delivery of possession of the said premises keep deposited with Promoter the following amounts: 'R*... for legal charges. L... for share money, application entrance fee of the Society or (ii), Rs Limited Company, . Information and registration of the " Society 'or Limited (iii) Rs... , Company, (iv) Proportionate share of taxes and other charges Total Rs.....,.... 16) The Promoter shall utilize the sum of Rs... paid by the 'Flat Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional of the -Attorney-Law/Advocate of the Promoter in connection with formation of the said Society of as the case may be 'Limited Company,' preparing rules,' regulations and byelaws and the cost of preparing and engrossing this agreement and the conveyance of assignment of lease. THE ASSAM GAZETTE EXTRAORDINARY • MARCH 9 2010 585 17) The Flat Purchaser shall pay the stamp duty and registration fees for the deed of transfer of flat' and proportionate stamp duty. for the deed of transfer of proportionate share of land in favour of society or company. 18) The Purchaser hereby declares that the said land is not subject to any mortgage, charge, lien or any other encumbrances whatsoever. 19) The Flat Purchaser shall from the date of possession maintain the Premises at the Flat Purchaser's own cost in good tenantable repair and condition and shall not so or suffer or to be done anything in or to the said Buildings or the Premises, staircases or common passages, which may be against the rules, regulations or byelaws of the concerned local or any other authority or shall the Flat Purchaser change, alter, or make: addition in or to the said Premises or the Building or any part thereof 20) The Flat Purchaser shall not store in the said Premises any goods which are of hazardous, combustible, dangerous nature or so heavy as to damage the structure of the Building or are objected to by the concerned local or other authorities; and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases; common passages or any other structure of the Building including entrance of the Premises and the Flat Purchaser shall be liable for the consequences of breach: of this clause. 21) The Flat Purchaser shall at his own cost carry out all internal repairs of the said Premises and maintain it in the same condition, state and order in which it was delivered. the Flat Purchaser and shall not do or suffer to be. done anything in or to the said Building or the said Premises which may be against the rules, regulations and byelaws of the concerned local authority or other public authorities and the Flat Purchaser shall be responsible to the concerned local authority and/or the said Premises shall be liable for the consequences thereof. 22) • The Flat Purchaser shall not at any time: demolish or cause to be demolished the said Premises or any part thereof nor shall at any time make or cause to be made any addition or alteration of whatever nature to the said Premises or thereof,, nor any alteration in the said elevation and outside colour scheme of the said Premises and Shall keep the partition walls, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition and in particular So as to support shelter and protect the other parts of the said Building and shall not chip or in any other manner damage the columns, beams, walls, slabs or R.C.C. Part or members in the said Premises without the prior written permission of the Promoter and/or the Society: or the Limited Company. Provided that the Promoter may make alteration in structure of the said Premises as described in the said plans or any other alterations or additions in the structure of the said buildings after the said plans are disclosed or furnished to the Flat Purchaser. Provided always. that before carrying out such additions or alterations, the Promoter shall obtain previous consent in of the Flat Purchaser as well as of the competent authority, 23) The Flat Purchaser shall not do or permit to be done any act or thing which may render void any insurance of the said land and Building or any part of the said land and Building (hereby any increased premium shall become payable in respect of the insurance. 586 THE ASSAM GAZETTE, EXTRAORDINARY. MARCH 9, 2010 24) The Flat Purchaser shall not throw dirt, rubbish, rags, garbage, other refuse or permit the same to be thrown from the said Premises in the compound or any portion. of the land and Building, 25) 'In case any security deposit is demanded by the concerned local Authority or the Government for the purpose of giving water connection to the said Building such deposit shall be payable by the Flat Purchaser along with all the Purchasers of the flats in the said Building. The Flat Purchaser agrees to pay to the Promoter within, ..days of demand the Flat Purchaser's share of such deposit, 26)' The development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land/or Building shall be borne and paid by the Flat Purchaser along with all the purchasers of Flats in the Buildings in proportion to the floor area of their respective premises, 27)

The Flat Purchaser and/or the Promoter shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the promoter and/or the Society may require for the safeguarding the interest of the Promoter and/or the Flat Purchaser and the other purchasers and the other purchasers of the said premises in the said Building. 28) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim and except in respect of the Premises hereby agreed to, recreation spaces: etc., will remain the property of the Promoter until the said land and Building are transferred to the Society/Limited Company as hereinafter mentioned. 29) The Flat Purchaser shall not let, sublet, transfer, assign or part with his/her interest or benefit of this agreement or part with possession of the said Premises until all the dues payable by him/her to the Promoter under this agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until he/she obtains previous consent in of the Promoter, 30) The Flat Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for observance and of Building Rules, Regulations and Byelaws, for the time being of the concerned local authority and of Government and other public bodies, The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement. 31) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance of giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter. ; THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 587 32) All costs, charges and expenses, charges and expenses in connection with the preparation and execution of this Agreement as well as the conveyance/assignment of lease and/or other documents and the formation, registration or incorporation of the Co-operative Society or as the case may be the limited company, shall be borne, Shared and paid by all, the Purchaser of the flats in the said building in proportion to the purchase price of their respective flats, garages or other spaces and/ or paid by such co-operative society or as the case may be limited company. The Promoter shall present this Agreement as well as the conveyance/assignment of lease at the Registration Act and the Promoter will attend such office and admit execution thereof. 33) All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, , , at his/her address specified below: 34) The Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof. 35) It is also understood and agreed by and between the parties:- Hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace space shall not be enclosed or any structure erected without approval of the competent authority and the society. If there is no any Terrace flat the entire terrace space shall become property of the society or limited company. 36) This Agreement shall always be subject to the provisions of the Assam Apartment (Construction and Transfer of Ownership) Act 2006 and rules made thereunder/said Act and the rules made thereunder, In witness whereof Shri.... ,..... the Promoter above named has hereto set and signed. , the Promoters above named have hereto set his hand/Shri Company Limited has been hereunto their respective hands and common seal of the the Flat Purchaser hath set his hand hereinto the day and any affixed and Shri year first herein above written. First Schedule above referred to of the free hold/lease hold land) Second Schedule above referred to (Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities) of Site delivered by:- (2) Shri 588 ASSAM GAZETTE EXTRAORDINARY hv {ARCH 9 2010 This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused title deeds and certify that in our opinion the of.. , the Vendor/Lessor/Original Owner/Promoter is clear, marketable and free from encumbrances,

charges and/or claims, The Schedule above referred to (Description of properw) Place: Date: (Signed). Signature of the Advocate Annexure-B (Ex&act of Village survey details or any other revenue record showing nature ofthe title ofthe Vendor/Lessor/Original Owner/Promoter to the said land) Annexure-C (Copies of the plans and specifications of the Premises as approved by the concemed local authority) Annexure-D [Description of the Premises (Flat)] Annexure-E (Specificatipps and amenities for the Premises) SiBled and delivered by:: Shri the Promoterwithin named in the presence . and and and the Promoters within named in the presenceof (3) Shri (2) FORM-11 Form ofRegister ofpersons purchasing ownership flats or aparments in the (name ofbuilding) builder) and cons&ucted by (name of SI No. 1 1 Date of applicdion 2 2 Name ofthe person 3 Address 4 Date of ageement 5 No. offlat or apartment 6 FORM-m Floor 7 Amoun paid 8 8 Date of 9 No. of receipt 10 and Form of Register offlats or aparbnents sold in the (name of building) constucted by (name ofbuilder) 3 4 5 6 7 9 Date of receipt 1-1 10 THE ASSAM GAZETTE EXTRAORDNARY MARCHE 589 The Common Seal of..... Company Limited was pursuant to the Resolution of Board/Society of Directors of the Company passed at its meeting duly convened and held on the , , Oday of,. here to affixed in the presence of (2) Being rpspectively Managing Director/SecretaryDirectdrsrofthe Company who in token thereof have hereto set their respective hands in the presence of- Signed and delivered by:- Shri/Smt./Kum (2) the Flat Purchaser within nan&ed in the presence of from the Flat Purchaser above named the. sum of Received Rupees. l. T. , .:..... .being the twenty percent ofthe sale price ofthe premises as advance or deposit paid by the Flat Purchaser to the Promoter. I received The Promoter/s. c) First: - Third: Foirth - Afth:- THE ASSAM GAZETTE. EXTRAORDNARY MARCH 9. 2010 591 FORM-IV (See Rule 11) (To be submitted under section 2 and 12 of the Act) In the , e , enter name ofcity, town, village, circle and district). , ..on this , ..day of 200. , (here enter name ofsole owner or all the owners) hereinafter referred to as Grantor who is. fully empowered had qualified to execute this Deed does hereby state: That the Grantor (one who makes a legal &amfer) owns the following land situated in the.. ,..... , ,. (here enter city, town, village, mauza, Dag No. PattaNo. & disu•ict) which is described as follows, namely:- Insert description of land upon which the building is consu•ucted and (Also state the date and regis&ation details of the last document of title under which the grantor claims the land). S&ond: • - That the Grantor has consffucted on the parcel of land described above a building k')own as. ..(here enter name ofbuilding), &according to the'ilans attached hereto as 'E*hibit-A which were approved' by the :.... (here insert name of competent authority) on the .1(.;'.. ..day• , . •Which' 'ate hh&de part thereof. The Municipal or Wardfi•ö•.' Steet No. andHouse No. ar& äs folloW&e• The postal address ofthe building is..... That the said(building consistsofa basement, a ground floor and..... ..upper floors. The ground •floor will be used!for ... I.. .facilities, or other. purpose. The - ground and.-. upper floors of individual aiartments all for upper floors are all capable of individual purpösej The utilization on account of having their own exit to a common area and facility of the building and the apartments will be sold-to one or more owners qacheowner obtaining a particular and exclusive property right thereto and each apartment constituting heritable and immovableproperty within the meaning Qf.any law for the time beingin force in the-State(hereinajer referred to as "family unit"), and also an undivided interest in the genera and/or resfricted common areas and facilities ofthe building, as listed her.eingner in .this.Deed, necessary fQ!; gheip: adequate use and enjoymentand.hereinafter refered to *general and/or resü:icte4 common areas and facilities", all ofthe above in accordance with the Assam Apartment and Trensfer of OwnersÅip) Act 2994. - : That the aforesaid büil&ini, hes«.a total building area of.... Sq. mts. of square ,mts. Oill constitute family units/ which units, Sq. mtg.- will•éohstitufe general and/or res&icted bommon areas and and f&eífities. That .1 • •i • , • building 'Shalfbe'kiidwnhs "Th&é. • .. •. ••• , •• and that the family unit/. ,..... , : : : units&nd common area's:and facilities ofthe building will be as follows: 592 on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with those of the first floor will bear the numbers "101", "102" etc., those ofthe second floor will bear the numbers "201 ", "202",• etc., and those ofthe higher floors. will be numbers similarly accordingly to the corresponding tenth of each floor. Hereinafter such family units will be referred to as "Family Unit IYpe Number One, Family Unit IYpe Number IWO" etc. respectively. Each family unit is equipped with The family units are described herein below. The measures ofa family include all the outside wall and one halfofthe block but exclude, bearing walls. (a) Family Unit:-Type Number One:- It is a rectangular/..... , , , shaped mts. wide, apartment measuring.. , ..mts. long and making a total area ofl , ..Sq. mts. as specifically shown in Exhibit- A ofthis Deed. Its boundaries are as follows: Its main

door has access to the corridor of the respective floor. The family unit consists of the following rooms; a hall of S living room of ...Sq. mts., a living room of Sq. mts., a Sq. mts., a kitchen of THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 1) Family Unit-Upper Floors: -In each of ...upper floors, there are, I family units. The said family units will be numbered consecutively from one to living room of Sq. mts. which gas or electric range, include the sinks or washing area, a Sq. mts., bathroom colour... bedrooms model of , s, Sq., mts. In addition, the family unit has a balcony (balconies) Sq. mts. (A description of each type of family unit should follow as Items (b), (c), (d) etc.). 2) Common areas and The parcel of the land described in paragraph First of this Deed: (b) A basement as shown in Exhibit A attached hereto: and consisting of (c) The following facilities -located in the basement, facilities as shown in Exhibit A attached and consisting of sq. mts. (e) The ground floor as shown in Exhibit A attached and consisting of a garden, a garden, lawn, children playing area, swimming pool, tennis or badminton court, etc., and measuring , Sq. mts. respectively, (f) The following facilities located in the ground floor: j) 4) 5) Commercial areas and facilities as shown in Exhibit A attached hereto, consisting of... Sq. mts. and described as follows: A lobby and facilities as shown in Exhibit A attached hereto, consisting Sq. mts. and described as follows: 594 Seventh:- Eighth:- Ninth:- THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 and a total value of, ... 1 for all family units. (Here follows the proportionate value of Family Unit Type Number Two to Family Unit Type Number, , , ...) (b) That the right, title and interest of each owner of a family unit located on each of the ...upper floors in the restricted common areas and facilities located in the respective floor and listed under letter (h) of said sub-paragraph 2 of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said restricted common areas and facilities, as well as the proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment owners' of the Apartment is based on the proportionate value of each family unit and to the total value of all family units located on its respective floors, as follows. Family Unit Type Number One Unit Type Number... in the restricted common areas and facilities located in their respective floors, (c) The proportionate representation for voting purposes provided in (a) and (b) hereof may be limited in accordance with the provisions of the byelaws attached hereto as Exhibit-B. (d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment each apartment , , , are not encumbered in any manner whatsoever on the date of this Declaration. That the Administration of Apartment consisting as aforesaid of the building and parcel of land described in Paragraph First and Fifth of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the byelaws which are made a part of this Deed are attached hereto as Exhibit-B. That as appears to above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Assam Apartment (Construction and Transfer of Ownership) Act 2006 so that the family units of the , Upper floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities. That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under sub-rule (5) of Rule 4 the value of the Apartment is distributed as follows:- (a) Parcel of total land described in paragraph First hereof is valued at. , Rupees (b) The building described in paragraphs Second and Third hereof is valued Rupees.' THE ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 593 (g) The following located throughout the building and as shown in Exhibit A attached hereto: (1) (2.) (3) (4) (5) (6) (7) (8) (9) An elevator shaft , Sq. mts. , elevator(s) extending from the ground floor upto the floor, A stairway, referred to in this Deed as Stairway A, of Sq. mts., which leads from the ground floor to the roof of the building. A stairway referred to in this Deed as Stairway B, of.. , ..Sq. Mts., which leads from the open court to the , .. Upper floor. A flue extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each one of the ..upper floors for the disposal of the garbage and rubbish and will be fed from the janitor's room of each of the , upper floors. Water tank located on the roof of the building. Elevator penthouse with corresponding elevator equipment located on the roof of the building. Plumbing network throughout the building. Electric wiring network throughout the building, (10) Necessary light, telephone and public water connections. (11) The foundations and main walls, columns, girders, beams and roofs of the building

as described in the plans which form part of this Deed as Exhibit A hereof. (12) Tanks, pumps, motors, fans, fire fighting equipment, compressor ducts, central air conditioning and heating equipment and in general all apparatus and installation existing for common use. (h) The following facilities located in each one of the under floors and as shown in Exhibit A, attached hereto, are restricted common areas facilities restricted to the family units of each respective floor. 1) A lobby which gives access to the... elevators to the family unit, to the janitor's room, to... to the corridor and to Stairway A. 2) A room for the use of the janitor. 3) A corridor extending from the lobby to Stairway B. Sixth:- (a) That the right, title and interest of each owner of a family unit in the general common area and facilities listed under letters (a) to (g) of sub-paragraph 2 of Paragraph Fifth and their proportionate Share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the... Apartment is based on the proportionate value of each family unit to the total value of all family units as follows: Family Unit Type

Number One ...per cent based on a value of Rs. for this apartment THB ASSAM GAZETTE EXTRAORDINARY MARCH 9 2010 595 Tenth;- Eleventh:- Twelfth:- Thirteenth:- That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto the Grantor covenants to take all action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latest defects in the building or other rights assigned to the Association by reason of the establishment of the... , ... , Apartment, That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for Partition or division thereof. That the percentage of the undivided interest, in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered. That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Fourteenth:- That each apartment owner shall comply with the provisions of this Deed, the Sixteenth:- Byelaws, decisions and resolutions of the Association of Apartment Owners of its representative, and failure to comply with the said provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages or for injunctive relief. That no apartment owner of a family unit may exempt himself from liability for his contribution towards the Common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit. All sums assessed by the Association but unpaid for the share of the Seventeenth:- common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge if any, on family unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on a first mortgage Eighteenth:- That all present and future owners, tenants, future tenants or any other persons that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave and licence or care-taker basis by the apartment owners: therefore for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or Board/Society or lodging or paying guest services other than the foregoing 596 Nineteenth. - Twentieth:- THE ASSAM GAZETTE EXTRAORDINARY MARCH 9. 2010 obligations, the family units shall have the absolute rights that said lease or leave and licence or caretaker basis is made subject to the Covenants and in his Declarations and further subjects to the byelaws in Exhibit B attached hereto. That if the property, subject to the Plan of Apartment Ownership, is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by Assam Apartment (Construction and Transfer of Ownership) Act 2666, That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title of the family unit at such sale or his successors or assignees shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood however, that the above shall not be constructed to prevent the Association

•OwnerS 'froin filing and *claiming charge for such assessments and enforcing same as provided by law, and'that such charges shall be subordinate to such mortgage. βventy-First:-That in a voluritary conveyance of 'family'unit the grantee of the unit shall be jointly and severally' liable with the Grantor for all unpaid assessment by the Association of Apament Owners against the latter for his share ofthe common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefore, However, any such grantee shall be entitled'to a statement from the Manager or Board/Society of Manages of the Association, as the case may be, setting forth the amount ofthe unpaid assessments against the'Grantor due to the Association and such grantee shall 'not be liable for, nor shall the family unit conveyed be subject to. a charge for, any unpaid assessment made by the Association of Aparqnt Owners against the Grantor in excess of the amount therein, set-forth, βventy-Second:- That the Secretary or Board/Society of Secretaries of the Association shall obtain and continue in effect blanket properv insurance in form and amounts satisfactory to mortgages holding first mortgages covering family unit but without prejudice to the right of the owner of a family' uhif to Obtain individual family unit insurance, βventy-Third:- That, insufanee iremium for any blariket insurance coVerage Shall be a common expqnsē !o.bepaid by monthly assessment leViedby the ASsociation of Apartnent Owneri ind that payment shall be held in a separate account ofthe Association and used solely. for the payment ofthe blanket property insurance premiums as such premiums. becomq due. THE ASSAMGAZETTE EXTRAORDINARY MARCH -2010 597 In witness whereof ...,ehas hereto set his hand this ...day of. 200 Signed andDplivered By In the. presence of (1) NB: The word "Family unit" may _suita>ly replace in the aggement/declaration depending on the nature ofparticular use ofthe building/unit as per theapproved plan. EXI-LBIT-A [See Clahse Second] (Here specify plans) FORM-V (See Rule Register of Declarations and Deeds of ApartmentS (1) Apartment No. shown in the Plans annexed (2) Floor ofthe building (3) Name ofthe building (4) Sfreet/Road No. where the building is situated (5) Name of Street/Road where the building is situated. . (6) Name of builder (7) (a) Cadasfral Survey No. of land. , , (b) House No (c) Town and Block/Ward (8) Regisfration Dis&ict and Sub-Registrar in which declaration and Deed Of Apartment are registered. No. Date of application for registration 2 Percentage ofundivided interest in common areas 7 Name of the Apartment Owner 3 Date of Deed of Apartment 8 Address 4 Date of Registration of the Deed of Apartnent 9 Date of Declaration 5 Price of Apartment settled Date of of the Declaration 6 Date. of payment of price 11 598 1. 2. 3. 4. 5. 6. 7. 8, 9. THE ASSAM GAZETTE EXTRAORDINÂRY2MARCHS 2010 FORM-VI (See Rule Form of Index to Register Name of the Apartnent Owner 1 Nature of Deed (i.e. Declaration or Deed of Aparbnent and consideration) 5 Place of Residence 2 Situation of property Date of Execution Registration 6 3 Serial No., Volume and Page 7 Apartment No., floor of the building and name of the building 4 Remarks 8 FORM-VL Rule Form of Memorandum Apartment No. shown in the plans amexed , Floor ofthe building .. Name ofthe building No, where the building is situated . , , Name of Süeet/Road where the building is situated Name ofbuilder , , . (a) Cadastral Survey No. of land (b) House No ofland on which building is consüucted. (c) Town and BlocWWard in which the land on which building is consructed is situated, Regis&ation district and sub-dis&ict in which Declaration-and Deed of Apartment are registered Name of Apartment Owner . , , IO. Address.....,...

11. Percentage of undivided interest in common facilities 12,Date of Declaration ...e.... 1. , 1-3 .Date ofDeed ofApärnent THE ASSAM GAZETTE EXTRAORDNARY -MARCH 9 F0RM-vm (See Rule 30] 2010 599 Form of Declaration. 1, Name ofbuilder 2, Name ofthe building 3. Name of S&eet/Road where the building is situated . , ,Mouza• 5, Nature of interest of owner/owners in the property 6. Encumbrances if any affecting the properw 7. Actual built-up . 8, No.offloors and area ofeach floor 9. Common area in each floor and facilities:...

10. Proposed use ofterrace if any 11.Description of common areas and facilities to which' use by the aparünent owners or individual flat owners are restricted if any 12. Percentage of undivided interest in common facilities .

13. Source, 'Type and capacity of water supply and capacity ofall water reservoirs including overhead tanks 14.Nature and Wpe ofdrainage and sewerage system 15. Provision of Fire Protection and means of escape measUres (copy of recommendations of Director ofFire Services to be enclosed) 16. Total requirement of Powerin the. Apartment (intenal and external) and provision of backup power ifany 17. Date of Declaration

18. Date of Deed of Apartment Name of Builder/Promoter: Address: Dne: TI-Æ ASSAM GAZETTE.EXTRAORDINARY. MARCH 9. 2010 600 FORM-IX (See Rule 9)] Form of Disclosure l.

Name of builder

2. Name of the building

3. Name of Sü•cet/Road where the building is situated ,.... e, Village• 4. Dag No: PPN0 .. 5 .Nature of interest of owner/owners in the property: 6. Encumbrances if any affecting the property. e.. , , r, ,. 7. No. of plans with specifications ready for inspection..... , , 8, Whether specification and bill of quantities prepared and ready for inspection..... 9, Date by which the possession of flat is to be handed over.... , 10, Name of Apartment (Taken up/ Intended) Sl. Block No. Floor No: Name' & Adress of üansferee Total cost (in Rs.) cost •pricepiid 11 r List of outgoings (enclosed)- page No 12. Location of floor space allotted to ori\$nal land owner as ageed in deed of agreement.' Name of Aparüent (Taken up/ Intended). Block No. Floor No. Flat No. Name & Adress of land owner Total cost (in Rs.) cost price paid 13. Details of eamest money deposited' . Name of Builder/Promoter: Address: Date: Dr. A, K. BHUTANI, Commissioner & Secretary to the Govt. of Assam, Development Dispur, GUWAHATI- Printed & Published by the Dy. Director (P&S), Director of Ptg. & Sty., Assam, Guwahäü-21 , (Ex-Gazette)N0.109-500450-9-3-2010

