



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

PUBLISHED BY THE AUTHORITY

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GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
GUWAHATI DEVELOPMENT DEPARTMENT

NOTIFICATION

The 9th March, 2010

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. 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.

2. Definitions:-

In these rules, unless the context otherwise requires,-

- (a) 'Act' means the Assam Apartments (Construction and Transfer of Ownership) Act, 2006, (Assam Act XXI 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.

3. 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

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 Form VIII.

- (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, give to any person intending to purchase one or more apartments, true copies of the following documents, namely:-

- (a) 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 fixtures, fittings and amenities (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 writing of all outgoings, including ground rent, if any, municipal or other local taxes, taxes on income, water and electricity charges, revenue assessment, interest on any estimated figures or other information as given to the person intending to purchase the apartment;
- (h) Proof of Nationality/Citizenship

5. Particulars to be contained in the agreement:-

(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.

(3) 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 of the documents 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 conditions of purchaser and vendor and shall be registered under Indian Registrations 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 31 of the Act.

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 any 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. II and III respectively and the statements may be maintained according to the trade practice.
 - (3) Particulars of all disclosures governing the general liability of the promoter or builder shall be in Form-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 encumbrances if any) until he transfers the property 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 purpose of Section 2 and Section 12 of the Act shall be in form No. IV.
12. Declaration and Deeds of Apartments and copies of floor plans to be registered:-
- (1) Simultaneously with the registration of the instruments of declaration there shall be file along with it a set certified copy of approved plans duly approved by the competent authority.
 - (2) In all registration offices a book called "Register of Declarations and Deeds of Apartments under the Assam Apartments (Construction and Transfer of Ownership) Act, 2006" shall be in form No. V and Index relating thereto shall be kept in form No. VI. The book and the Index shall be kept in such form and shall contain such particulars as provided by the Sub-Registrar in Form No. V and VI.

- (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 apartment 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 intent to construction 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 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.
- (2) 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.
- (3) Construction Building Materials.
- (4) Staircase Enclosures for Buildings more than 15 M in height.
- (5) Lift Enclosures.
- (6) External Windows.
- (7) Building Service-
 - (a) Electrical Service;

- (b) 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;

- (c) 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;

- (d) Alternative Source of Electric Supply if any;

(e) Transformers;

(f) Air-conditioning if any;

(g) Boiler Room if required: Provisions of Boiler Rooms shall conform to Indian Boiler Act;

(h) Provision of First Aid Fire Fighting Appliances;

(i) Fixed Fire Fighting Installations;

(j) Static Water Storage Tank;

(k) Automatic Sprinklers if required: Automatic sprinklers shall be installed;

(l) 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;

(m) Foam Generating System if required:- This system shall be provided for protection of boiler rooms with its ancillary storage of furnace 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 evacuation from the buildings in the event to fire 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 board lettering;

(q) Source of water.

FORM I**MODEL FORM OF AGREEMENT TO BE ENTERED INTO BETWEEN PROMOTER AND PURCHASER OF FLAT**

[See Rule 6]

This agreement made at this day of in the year Two Thousand between ¹Shri S/o Shri and Shri carrying on business of of in partnership in the firm name and style of at 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.

Whereas the Promoter has by an agreement/conveyance dated day of and executed between of One Part (hereinafter referred to as "The 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 being piece or parcel of freehold land bearing Dag No:.... PP No:.... of revenue village....., mauza..... in the district of and measuring sq. mts.(...B...K...L) (hereinafter referred to as "the said land") and whereas by and under a Lease/an Agreement for Lease dated the day of made between 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 No:.... of revenue village....., mauza..... in the district of and measuring sq. mts.(...B...K...L) (hereinafter referred to as "the said lease Land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease/Agreement for Lease.

And whereas the lease/agreement 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 agreement dated day of/Power of Attorney dated executed between Shri (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....., mauza..... in the district of and measuring sq. mts.(...B...K...L) (hereinafter referred to as "the said land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney.

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 structures and constructing/has constructed instead new multi-storied buildings thereon.

And whereas the Promoter has proposed to construct on the said landnew multi-storied buildings of ground floor at stilt level andor 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 constructed by the Promoter on the said land and to enter into agreement/s 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 Agreement and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Assam Apartment (Construction 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, copies of 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 Annexure-"A", "B" and "C" respectively.

And whereas the Promoter has got approved 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/or 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 agreement the Promoter agreed to sell to the Flat Purchaser a flat at the price and on 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..... (Rupeesonly), and the flat agreed to be sold by the Promoter to the Flat Purchaser.

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) The Promoter shall construct the said building(s) consisting of ground and upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned Competent authority and which have been seen and approved by the Flat Purchaser with such variations 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.
- 2) The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser Flat No.....of the Type..... of floor area and measuring.....sq. mts. (which is inclusive of the area of balconies) on floor as shown in the floor plan thereof hereto annexed and marked Annexure D/Shop No.....covered/open Garage No.....in thebuilding (hereinafter referred as "the Premises") for the price of Rs.....including Rs.....being the proportionate price of the common areas and facilities appurtenant to the premises, 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.....) having been paid to the Promoter on or before execution of this agreement in the following manner:

- (i) Rs..... Being% within fifteen days from the date of intimation about the completion of the
- (ii) Rs..... Being% within fifteen days from the date of intimation about the completion of the
- (iii) Rs..... Being% within fifteen days from the date of intimation about the completion of the
- (iv) Rs..... Being% within fifteen days from the date of intimation about the completion of the
- (v) Rs..... Being
- (vi) Rs..... Being

The percentage of undivided interest in common areas and facilities and limited common area facilities, if any, appertaining to the premises shall beandrespectively.

- 3) 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.
- 4) The promoter hereby declares that the Floor Area Ratio (FAR) available in respect of the said land is..... only and that no part of the said FAR has been utilized by the 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.
- 5) 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.
- 6) 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.
- 7) 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 at 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.
- 8) 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.

- 9) The Promoter shall give possession of the premises to Flat Purchaser on or beforeday 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 encumbrances 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 withindays of the promoter giving written notice to the Flat Purchaser intimating that the said premises as 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 promoter at his 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 or permit the same to be used for 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 Purchase'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/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 and duly fill in, sign and return to the Promoter withindays 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, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.
- 13) On the completion of the said building (with all its wings) and on receipt by the Promoter of the full payment of all the amounts due and payable to them by all the Flat Purchasers of all the flats in the said building, garages and car parking spaces, the Promoter shall co-operate with the Flat Purchaser in forming, registering or incorporating a Society

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. When 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 month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the promoter until a conveyance/assignment of 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 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 proportionate share of outgoings regularly one 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:-
- (i) Rs.....for legal charges.
 - (ii) Rs.....for share money, application entrance fee of the Society or Limited Company.
 - (iii) Rs.....for formation and registration of the Society or Limited Company.
 - (iv) For 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 costs of the Attorney-Law/Advocates of the Promoter in connection with formation of the said Society or 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.

- 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 construction or 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 any part 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 chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural 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 writing of the Flat Purchaser as well as competent authority.
- 23) The Flat Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and Building or any part of the said land and Building or whereby any increased premium shall become payable in respect of the insurance.

- 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 or breach of or non-observance of any of the terms and conditions of this agreement and until he/she obtains previous consent in writing 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 additions, alterations 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 performance 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 constructed 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.

- 32) All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the conveyance/assignment of lease and/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:

Viz.....

- 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 his hand/Shri.....and/Shri.....the Promoters above named have hereto set their respective hands and common seal of the.....Company Limited has been hereunto affixed and Shri.....the Flat Purchaser hath set his hand hereinto the day and any year first herein above written.

First Schedule above referred to
 (Description 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)

CERTIFICATE

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 title ofthe Vendor/Lessor/Original Owner/Promoter is clear, marketable and free from encumbrances, charges and/or claims.

The Schedule above referred to
(Description of property)

Place:

Date:

(Signed)

Signature of the Advocate

Annexure-B

(Extract of Village survey details or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the said land)

Annexure-C

(Copies of the plans and specifications of the Premises as approved by the concerned local authority)

Annexure-D

[Description of the Premises (Flat)]

Annexure-E

(Specifications and amenities for the Premises)

Signed and delivered by:-

Shri.....the Promoter within named in the presence
of

(1) and

(2)

Signed and delivered by:-

(1) Shri

(2) Shri and

(3) Shri the Promoters within named in the presence of

(1) and

(2)

FORM-II

Form of Register of persons purchasing ownership flats or apartments in the (name of building)and constructed by (name of builder).....

Sl No.	Date of application	Name of the person	Address	Date of agreement	No. of flat or apartment	Floor	Amount paid	Date of payment	No. of receipt	Date of receipt
1	2	3	4	5	6	7	8	9	10	11

FORM-III

Form of Register of flats or apartments sold in the (name of building)and constructed by (name of builder).....

Sl No.	No. of flat or apartment	Name of the purchaser	Address of the purchaser	Whether purchaser or agreed to be purchased	Whether original purchaser or a transferee	Date of agreement	The price settle	No. of installments and amount	Date of payment
1	2	3	4	5	6	7	8	9	10

The Common Seal ofCompany Limited was pursuant to the Resolution of Board/Society of Directors of the Company passed at its meeting duly convened and held on theday of.....here to affixed in the presence of

(1)and

(2)

Being respectively Managing Director/Secretary/Directors of the Company who in token thereof have hereto set their respective hands in the presence of-

(1)and

(2)

Signed and delivered by:-

Shri/Smt./Kum.the Flat Purchaser within named in the presence of

(1)and

(2)

Receivedfrom the Flat Purchaser above named the sum of Rupees.....being the twenty percent of the sale price of the premises as advance or deposit paid by the Flat Purchaser to the Promoter.

I received
The Promoter/s.

FORM-IV

(See Rule 11)

(To be submitted under section 2 and 12 of the Act)

In the(here enter name of city, town, village, circle and district).....on thisday of200..... (here enter name of sole owner or all the owners) hereinafter referred to as Grantor who is fully empowered had qualified to execute this Deed does hereby state:

First: - That the **Grantor** (one who makes a legal transfer) owns the following land situated in the.....(here enter city, town, village, mauza, Dag No. Patta No. & district) which is described as follows, namely:-
Insert description of land upon which the building is constructed and (Also state the date and registration details of the last document of title under which the grantor claims the land).

Second: - That the Grantor has constructed on the parcel of land described above a building known as.....(here enter name of building), according to the **plans attached hereto as Exhibit-A** which were approved by the(here insert name of competent authority) on theday of 200....., and which are made a part thereof. The Municipal or Ward No. Street No. and House No. are as follows:..... The postal address of the building is.....

Third: - That the said building consists of a basement, a ground floor and.....upper floors. The ground floor will be used forfacilities, or other purpose. The ground and.....upper floors consist of individual apartments all for purpose. The.....upper floors are all capable of individual 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 each owner obtaining a particular and exclusive property right thereto and each apartment constituting heritable and transferable, immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "family unit"), and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities", all of the above in accordance with the Assam Apartment (Construction and Transfer of Ownership) Act 2006.

Fourth:- That the aforesaid building, has a total building area of.....Sq. mts. of which.....square mts. will constitute family units/..... units, and.....Sq. mts. will constitute general and/or restricted common areas and facilities.

Fifth:- That this Apartment/..... building shall be known as "The....." and that the family unit/..... units and common areas and facilities of the building will be as follows:

1) Family Unit-Upper Floors: - In each ofupper floors, there are..... family units. The said family units will be numbered consecutively from one to 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 of the second floor will bear the numbers "201", "202", etc., and those of the 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 Type Number One, Family Unit Type Number Two" etc. respectively.

Each family unit is equipped with

The family units are described herein below. The measures of a family unit include all the outside wall and one half of the block partitions but exclude, bearing walls.

(a) Family Unit:-Type Number One:- It is a rectangular/..... shaped apartment measuringmts. long andmts. wide, making a total area of.....Sq. mts. as specifically shown in Exhibit-A of this 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 Sq. mts, a living room ofSq. mts., a living room ofSq. mts., a living room ofSq. mts., a kitchen ofSq. mts. which include the sinks or washing area, a..... gas or electric range, model.....colour.....bedrooms.....Sq. mts., bathroom of..... Sq. mts. In addition, the family unit has a balcony (balconies) facingstreet ofSq. mts. (A description of each type of family unit should follow as Items (b), (c), (d) etc.).

2) Common areas and facilities:-

(a) The parcel of the land described in paragraph First of this Deed.

(b) A basement as shown in Exhibit A attached hereto and consisting ofSq. mts.

(c) The following facilities located in the basement.

(d) Parking facilities as shown in Exhibit A attached and consisting ofSq. 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:-

3) Commercial areas and facilities as shown in Exhibit A attached hereto, consisting ofSq. mts. and described as follows:

4) A lobby and facilities as shown in Exhibit A attached hereto, consisting ofSq. mts. and described as follows:

5)

and a total value of.....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 theupper 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 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 apartmentare not encumbered in any manner whatsoever on the date of this Declaration.

Seventh:- 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.

Eighth:- 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 theupper 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.

Ninth:- 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 at..... Rupees.....

(g) The following facilities located throughout the building and as shown in Exhibit A attached hereto:

- (1) elevator(s).
- (2) An elevator shaft of Sq. mts. for the elevator(s) extending from the ground floor upto the floor.
- (3) 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.
- (4) A stairway referred to in this Deed as Stairway B, of Sq. Mts., which leads from the open court to the Upper floor.
- (5) 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.
- (6) Water tank located on the roof of the building.
- (7) Elevator penthouse with corresponding elevator equipment located on the roof of the building.
- (8) Plumbing net-work throughout the building.
- (9) Electric wiring net-work 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 upper 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 theApartment 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 base on a value of Rs.....for this apartment

- Tenth:-* 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 and the Grantor covenants to take no 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.
- Eleventh:-* 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.
- Twelfth:-* 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.
- Thirteenth:-* 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 Byelaws, decisions and resolutions of the Association of Apartment Owners of its representative, and failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages or for injunctive relief.
- Sixteenth:-* 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.
- Seventeenth:-* All sums assessed by the Association but unpaid for the share of the 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 of the apartment.
- Eighteenth:-* That all present or 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 thereof 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

obligations, the family units shall have the absolute rights that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in his Declarations and further subjects to the byelaws in Exhibit-B attached hereto.

Nineteenth:- 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 2006.

Twentieth:- 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 of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charges shall be subordinate to such mortgage.

Twenty-First:- That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessment by the Association of Apartment Owners against the latter for his share of the 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 of the 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 Apartment Owners against the Grantor in excess of the amount therein, set-forth.

Twenty-Second:- That the Secretary or Board/Society of Secretaries of the Association shall obtain and continue in effect blanket property 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 unit to obtain individual family unit insurance.

Twenty-Third:- That, insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessment levied by the Association of Apartment Owners and that payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

In witness whereof Shri.....has hereto set his hand this
day of.....200.....

Signed and Delivered By

Shri.....

In the presence of

(1)

&

(2)

NB: The word "Family unit" may suitably replace in the agreement/declaration depending on the nature of particular use of the building/unit as per the approved plan.

EXHIBIT-A

[See Clause Second]

(Here specify plans)

FORM-V

[(See Rule 12(2))]

Register of Declarations and Deeds of Apartments

- (1) Apartment No. shown in the Plans annexed
- (2) Floor of the building
- (3) Name of the building
- (4) Street/Road No. where the building is situated
- (5) Name of Street/Road where the building is situated.....
- (6) Name of builder
- (7) (a) Cadastral Survey No. of land.....
 (b) House No.....
 (c) Town and Block/Ward.....
- (8) Registration District and Sub-Registrar in which declaration and Deed of Apartment are registered.

Sl. No.	Date of application for registration	Name of the Apartment Owner	Address	Date of Declaration	Date of Registration of the Declaration
1	2	3	4	5	6

Percentage of undivided interest in common areas	Date of Deed of Apartment	Date of Registration of the Deed of Apartment	Price of Apartment settled	Date of payment of price
7	8	9	10	11

FORM-VI
 [(See Rule 12(2))]

Form of Index to Register

Name of the Apartment Owner	Place of Residence	Situation of property	Apartment No., floor of the building and name of the building
1	2	3	4

Nature of Deed (i.e. Declaration or Deed of Apartment and consideration)	Date of Execution Registration	Serial No., Volume and Page	Remarks
5	6	7	8

FORM-VII
 [(See Rule 12(3))]

Form of Memorandum

1. Apartment No. shown in the plans annexed
2. Floor of the building
3. Name of the building
4. Street/Road No. where the building is situated
5. Name of Street/Road where the building is situated
6. Name of builder
7. (a) Cadastral Survey No. of land
- (b) House No.
of land on which building is constructed.
- (c) Town and Block/Ward in which the land on which building is constructed is situated.
8. Registration district and sub-district in which Declaration and Deed of Apartment are registered
9. Name of Apartment Owner
10. Address
11. Percentage of undivided interest in common facilities
12. Date of Declaration
13. Date of Deed of Apartment

FORM-VIII
 [(See Rule 3(I))]
Form of Declaration.

1. Name of builder
2. Name of the building
3. Name of Street/Road where the building is situated
4. Dag No:....., PP No:....., Village:....., Mouza:.....
5. Nature of interest of owner/owners in the property:
6. Encumbrances if any affecting the property.....
7. Actual built-up area:.....
8. No. of floors and area of each floor.....
9. Common area in each floor and facilities:.....
10. Proposed use of terrace if any :.....
11. Description of common areas and facilities to which use by the apartment 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 of all water reservoirs including overhead tanks.....
14. Nature and type of drainage and sewerage system.....
15. Provision of Fire Protection and means of escape measures (copy of recommendations of Director of Fire Services to be enclosed).....
16. Total requirement of Power in the Apartment (internal and external) and provision of backup power if any.....
17. Date of Declaration
18. Date of Deed of Apartment

Name of Builder/Promoter:

Address:

Date:

FORM-IX
 [(See Rule 9)]
Form of Disclosure

1. Name of builder

2. Name of the building

3. Name of Street/Road where the building is situated

4. Dag No: PP No:....., Village:....., Mouza:.....

5. Nature of interest of owner/owners in the property:

6. Encumbrances if any affecting the property

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. No.	Block No.	Floor No.	Name & Address of transferee	Total cost (in Rs.)	
				cost	price paid

11. List of outgoing (enclosed) page No.....

12. Location of floor space allotted to original land owner as agreed in deed of agreement:

Name of Apartment (Taken up/ Intended).

Sl. No.	Block No.	Floor No.	Flat No.	Name & Address of land owner	Total cost (in Rs.)	
					cost	price paid

13. Details of earnest money deposited:.....

Name of Builder/Promoter:

Address:

Date:

Dr. A. K. BHUTANI,

Commissioner & Secretary to the Govt. of Assam,

Guwahati Development Department,

Dispur.