

SALE DEED

THIS DEED OF SALE is executed on this the _____ day of June, Two thousand and Twenty (-06-2020); by

1. Dr. Rajiv Verghese, (PAN xxxxxxxxx), aged 49 (Forty nine) years, Medical Practitioner, son of Late Verghese *alias* B. A. Varghese and Lily Verghese *alias* Lilly Thresa Kurian, now residing at House No. A8, Phase 4, Arunagiri Street, Kaaviya Gardens, Porur, Tiruvallur, Chennai – 600116, Tamil Nadu, (Aadhaar No. xxxxxxxxx issued by Government of India); having address at Flat No. 3C, Peevees Triton Apartments, Marine Drive P. O., Ernakulam Village, Kanayannur Taluk and Ernakulam District, Pin code – 682 031, and formerly residing at Kattikaran House, Market Road North End, Ernakulam College P. O., Ernakulam Village, Kanayannur Taluk, Ernakulam District, Pin code - 682 035;

2. Mrs. Lily Verghese *alias* Lilly Thresa Kurian, (PAN xxxxxxxxx), aged 88 (Eighty eight) years, Housewife, wife Late Verghese *alias* B. A. Varghese, now residing at Kattikaran House, Market Road North End, Ernakulam College P. O., Ernakulam Village, Kanayannur Taluk, Ernakulam District, Pin code - 682 035, (Aadhaar No. xxxxxxxxx issued by Government of India); represented by her Power of Attorney holder and son Dr. Rajiv Verghese, (PAN xxxxxxxxx), aged 49 (Forty nine) years, Medical Practitioner, son of Late Verghese *alias* B. A. Varghese and Lily Verghese *alias* Lilly Thresa Kurian, now residing at House No. A8, Phase 4, Arunagiri Street, Kaaviya Gardens, Porur, Tiruvallur, Chennai – 600116, Tamil Nadu, (Aadhaar No. xxxxxxxxx issued by Government of India); having address at Flat No. 3C, Peevees Triton Apartments, Marine Drive P. O., Ernakulam Village, Kanayannur Taluk and Ernakulam District, Pin code – 682 031, and formerly residing at Kattikaran House, Market Road North End, Ernakulam College P. O., Ernakulam Village, Kanayannur Taluk, Ernakulam District, Pin code - 682 035; duly authorized under Power of Attorney No. 535/2015, entered on pages 55 to 58, Volume No. 850, Book No. 4 of Sub Registry Office, Ernakulam;

3. ABAD BUILDERS PRIVATE LIMITED, (PAN xxxxxxxxx), Certificate of Incorporation No. U45201KL2003PTC016095), having its office formerly at Abad Plaza, M. G. Road, Ernakulam., Pin code – 682 035, Karithala Desom, Ernakulam Village, Kanayannur Taluk, Ernakulam District and now at 8th Floor, Nucleus Mall &Office, NH 49, Kundannoor – Petta

Road, Maradu P.O., Pin code - 682 304, Maradu Village, Kanayannur Taluk, Ernakulam District, represented by its Managing Director **Dr. Najeeb Zackeria**, aged 47 (Forty six) years, Business, son of Mr. Zackeria Usman Sait, residing at House No. xxxxxxxx, (Passport No. xxxxxxxx issued by Republic of India); hereinafter jointly referred to as **Vendors**, which expression shall, wherever the context so admits or requires, mean and include their heirs, successors-in-interest, legal representatives, executors, administrators and assigns on the **ONE PART**;

TO AND IN FAVOUR OF

Mr. _____, (PAN _____), aged _____ years, _____ (Occupation), son of Mr. _____ having address at _____, _____ Desom, _____ P. O., _____ Village, _____ Taluk, _____ District, Pin code – _____ (ID Proof), hereinafter referred to as the **Purchaser** which expression shall wherever the context permits means and include his heirs, successors, legal representatives, assignees on the **OTHER PART**.

A. WHEREAS Verghese *alias* B. A. Varghese obtained **4.132 Ares** of land made up of 1.302 Ares in Sy. No. 642/7/13 (26) and 2.830 Ares in Sy. No. 642/7/12 (25) in Thrikkakara North Village, under **Sale deed No. 2670/1968**, entered on pages 255 to 258, Volume No. 25, Book No. 1 of Sub Registry Office, Edappally.

AND WHEREAS Verghese *alias* B. A. Varghese obtained another **4.45 Ares** of land made up of 4.05 Ares in Sy. No. 642/10/2 as Item No. 1 and 0.40 Ares in Sy. No. 642/10/1 as Item No. 2 in Thrikkakara North Village, under **Sale deed No. 5846/1981**, entered on pages 81 to 83, Volume No. 554, Book No. 1 of Sub Registry Office, Edappally.

AND WHEREAS Verghese *alias* B. A. Varghese expired on 24-3-2013. His right in the property devolved upon his wife 1. Lily Verghese *alias* Lilly Thresa Kurian and their only son 2. Rajiv Verghese, the Vendors herein.

AND WHEREAS after resurvey the above said property now included in Re. Sy. No. 584/7, Block No. 5 in Thrikkakara North Village. Vendor No. 1 and 2 have carried out mutation of rights in the Village records and are paying Land tax for an extent of 8.61 Ares in Re. Sy. No. 584/7-3 under Thandapper Account No. 33394 in Thrikkakara North Village.

B. AND WHEREAS Lily Verghese *alias* Lilly Thresa Kurian obtained **26.40 Ares** of land made up of 1.60 Ares in Sy. No. 642/7/5, 15.50 Ares in Sy. No. 642/7/7, 4.40 Ares in Sy. No. 642/7/11, 2.80 Ares in Sy. No. 642/7/12 and 2.10 Ares in Sy. No. 642/10/3 in Thrikkakara North Village, under **Sale deed No. 3376/1966**, entered on pages 115 to 119, Volume No. 280, Book No. 1 of Sub Registry Office, Edappally.

AND WHEREAS after resurvey the above said property is now included in Re. Sy. No. 584/7, Block No. 5 in Thrikkakara North Village.

AND WHEREAS Government acquired an extent of 0.40 Ares of land in Re. Sy. No. 584/33, Block No. 5 (Sub division from Re. Sy. No. 584/7) in Thrikkakara North Village as per Award No. 2/2006, dt. 31-10-2006. Government acquired another extent of 1.22 Ares of land in Re. Sy. No. 584/26, Block No. 5 (Sub division from Re. Sy. No. 584/7) in Thrikkakara North Village as per Award No. 22/2007, dt. 14-9-2007.

AND WHEREAS after acquisition of portion of land by the Government, Lily Verghese *alias* Lilly Thresa Kurian the Vendor No. 2 herein, has carried out mutation of rights in the Village records and is paying Land tax for an extent of **24.42 Ares** in Re. Sy. No. 584/7-2 under Thandapper Account No. 22971 in Thrikkakara North Village.

AND WHEREAS the above said properties are lying contiguous as one plot admeasuring 33.03 Ares of land made up of 24.42 Ares in Re. Sy. No. 584/7-2 and 8.61 Ares in Re. Sy. No. 584/7-3, Block No. 5 in Thrikkakara North Village, covered under Sale deed Nos. 3376/1966, 5846/1981 and 2670/1968 of Sub Registry office, Edappally.

AND WHEREAS from out of the 33.03 Ares of land, Vendor No. 1 and 2 together offered 5.99% undivided right, title and interest in total 33.03 Ares made up of 24.42 Ares in Re. Sy. No. 584/7-2 and 8.61 Ares in Re. Sy. No. 584/7-3, Block No. 5 in Thrikkakara North Village, in favour of Vendor No. 3 under Sale deed No. 1043/2019, entered on pages 219 to 225, Volume No. 2691, Book No. 1 of Sub Registry Office, Edappally.

AND WHEREAS Vendor No. 3 obtained building permit and approved plan bearing No. BA - 498/15, dt. 9-2-2017, issued by Kalamassery Municipality for construction of a multi - storied residential apartment building complex.

AND WHEREAS Vendors constructed the multi-storied residential apartment building complex therein under the project named “**ABAD OASIS**, consisting of Ground + ----- floors with individual apartments and common facilities, amenities and common area. Car parking facility is provided on ----- of the building. The Kalamassery Municipality has assessed property tax for each apartment and has assigned separate door numbers for each apartment on -----.

AND WHEREAS Vendors assured and convinced the Purchaser that the Vendors are having absolute, clear, valid and marketable title to the said property and that it is free from any mortgage, lien, liability, charge, security ship, statutory assessments, payment liabilities, any easement right to any third party, any other agreements for sale, court attachments, land acquisition proceedings, revenue recovery proceedings, threatened revenue recovery proceedings, liquidation order or proceedings, litigations, claims and demands from any worker, labour or provident fund liabilities, quasi judicial proceedings, proceedings under Land Ceiling Act, lis pendens etc., or any other claims, demands, encumbrances, arrears of taxes, boundary disputes, adversely affected by CRZ or other statutory law and rules where buildings cannot be constructed, litigations, proceedings under SARFAESI Act, or any other legal impediments. That the Vendors are in absolute ownership, possession and enjoyment of the said property more particularly described in the Schedule – B and C hereunder. The Vendors have assured the Purchaser that the schedule property is not notified for the purpose of roads, drawing governmental utilities like overhead or underground electricity lines, water lines, drainage lines, Gas & fuel lines etc., and has not received nor eligible to get any benefits from the authorities in this regard.

AND WHEREAS the Vendors have offered to sell and the Purchaser has agreed to purchase -----% undivided and indivisible fractional share in the land described in Schedule - A hereunder, which is more clearly described in Schedule - B hereunder; along with the ----- **bedroom**, residential Apartment bearing No. -----, bearing Kalamassery Municipality Door No. -----, with **Carpet area** of ----- **Sq. mtrs.**, situated on the ----- **floor** of the multi-storied building complex named “**ABAD OASIS**”, put up exclusively for residential purpose, with right to use a covered car parking **Slot No. -----** on the ----- floor, more particularly described in Schedule - C hereunder, along with right to use common facilities and amenities appurtenant to the said land

and building in the project named “**ABAD OASIS**” and Purchaser has agreed to purchase for a mutually agreed total sale consideration of **Rs. -----/-** (Rupees ----- only) of which Rs. -----/- (Rupees ----- only) is the value of undivided share in the land and Rs. -----/- (Rupees ----- only) is the value of the apartment and the right to use an exclusive car parking facility and all other rights thereto.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of the total sum of **Rs. -----/-** (Rupees ----- only) which is paid by the Purchaser to the Vendor No. 3 vide -----, as instructed by all the Vendors, the receipt and satisfaction whereof the Vendors do hereby admit and acknowledge, thus fully satisfied the Vendors do hereby sell, transfer, convey and assign unto the Purchaser by way of sale, undivided share shown in Schedule – B and the absolute right in the apartment with right to use common amenities and facilities and right to use an exclusive car parking facility more particularly described in Schedule – C hereunder to the Purchaser **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever subject to the payment of all rates, taxes, assessments, dues and duties now chargeable and payable from time to time hereafter to the Government or any Public Body or Local Authority in respect thereof and subject to the condition that the Vendors have the right to utilize or deal with or dispose of the remaining undivided shares in Schedule – A land and the area specified for the remaining car parking facility and to have the remaining parts of the multi-storied building constructed without the consent or concurrence of the Purchaser.

2. THE VENDORS COVENANT WITH THE PURCHASER AS FOLLOWS:

i) That there is no encumbrance or mortgage subsisting over the property detailed in the Schedule – B herein, that the Vendors have got good, valid and marketable title thereto, that the Vendors have paid all taxes and outgoing in respect of the undivided share hereby conveyed, that the Purchaser has become the absolute owner of Schedule - B properties, free from all encumbrances by virtue of these presents, and that the Purchaser shall have quiet and peaceful possession over the same and shall be entitled to have joint ownership and possession of the land described in Schedule - A hereto to the extent as described in Schedule - B.

- ii) That the Vendors never owned or possessed land in excess of the ceiling limit fixed by the Kerala Land Reforms Act 1963 or under any other statute, that the property hereby conveyed is not included as land under Kerala Forest Act, 1961, Forest Conservation Act 1980, Private Forest Vesting and Assignment Act 1971, all Acts as amended up to date, nor included as Ecologically fragile land and Government excess land, or non-alienable land assigned to Schedule Caste or Schedule Tribe and that no land ceiling case is pending against the land of Vendors. No person with any of the disabilities mentioned under the National Trust Act, 1999 have any legal rights over the Property being transacted and by this transaction the rights of such individuals are not being deprived nor infringed upon.
- iii) That in addition to obtaining rights as owner over the property as detailed in the Schedule – B herein, the Purchaser has become clothed with benefit to enjoy licenses, privileges and easements attached to the ownership and possession of the said Schedule – B & C property, and over the entire land detailed in the Schedule – A herein including right to use the common amenities and facilities and appurtenant rights, right to use the rooftop terrace area, staircase/lift and the right to have access leading to the staircase and all other rights attached to the Schedule – C apartment subject to the conditions and stipulations in schedule D to F hereunder, and in the project “**ABAD OASIS**”.
- iv) That all the common amenities available in the project whether existing now or those that may come into existence later shall continue to be made available for the benefit of the entire Purchaser in the Project.
- v) That the Purchaser shall have right to have their name entered in the concerned Building ownership register with the Local Authority and shall be entitled to and be liable to pay property tax and all other taxes, cess imposed in respect of the Schedule – C Apartment and also pay proportionate land tax in respect of Schedule – B undivided share of land as owner thereof.
- vi) That the Purchaser may apply for and obtain change of name in KSEB and KWA for the utility connections to the apartment mentioned in Schedule - C and pay all deposits, charges and taxes there for and enjoy the same absolutely.

- vii) The Vendors shall arrange to form an Association of owners in “**ABAD OASIS**” and make rules and regulations for maintaining common facilities provided for enjoyment of the Schedule – A, B and C property by the respective right holders. The Purchaser shall cooperate with other owners of the apartments and form an association and shall be a member of the Association of owners, for the smooth management, maintenance and upkeep of all common amenities and facilities in the building and surroundings wherein the apartment is situated. Purchaser shall abide by the rules and regulations framed from time to time by the Association of owners in the project.
3. The Purchaser shall be bound by the covenants restrictions/exclusive rights conferred on the Purchaser of property in the project, as per the terms and conditions of the agreement entered into between the Purchaser and the Vendors, and also the rules and regulations stipulated by the Vendors and later by the Association of owners in the Project named “**ABAD OASIS**” with regard to enjoyment and maintenance of various common amenities and facilities in the said project as a whole and with regard to other utilities, equipments, gadgets and common areas etc.
4. The Purchaser shall be bound to pay the share of all costs and expenditure that might be incurred from time to time for providing and maintaining common amenities and facilities as decided by the Builder/ Vendor No. 3 of the apartment or later by the Association of owners in the project named “**ABAD OASIS**” Owners Association.
5. The applicability of MMC (monthly maintenance charges) commences from the project handover date and any delay in formation of association cannot be construed as reason for non-payment of MMC by owners nor the formation of association be delayed unnecessarily. The Purchaser is liable to pay maintenance charges from the date of intimation of handover of apartment irrespective of whether the statutory connections are obtained or other compliances are made, which are beyond the direct control of the Builder/ Vendor No. 3.
6. The MMC payable for proper maintenance of all common amenities and facilities, gadgets and equipments in the project will be paid to the Builder/ Vendor No. 3 till the formation of Association of Owners. Thereafter the Purchaser agrees and undertakes to pay and become liable to pay at all times his/her share of the monthly charges for the

routine upkeep and maintenance of the common areas, and operation of common facilities/amenities.

7. Any outstanding liability from apartment owners towards the MMC when association is formed will be transferred to the association as dues from the owners, and the builder/ Vendor No. 3 will not be liable for the same. The Builder/ Association reserves the right to impose penalties and to deny all services including lift, waste removal, water, security, staff support to the PURCHASER who defaults maintenance payment for two months.
8. Conveyance of common areas and amenities shall be done to a collective body representing such owners in the form of Association / Trust / Society, as the case may be, considering and keeping in view a common interest of all the unit owners and the project scheme at large. The cost of stamp duty and registration charges of the conveyance deed shall be borne by the Association / Trust / Society, as the case may be.

A Certificate No. -----, dated ----- is issued by Kalamassery Municipality wherein it is stated that the aforesaid apartment building is issued with door numbers on ----- hence as per SRO. No. 337/2010, under G. O. (Ms) No. 94/2010/TD, dt. 30-03-2010, the stamp duty payable is 5% if the transfer takes place within 6 months from the date of allotment of door number by the Local Authority. A copy of the certificate is appended herewith as Annexure.

The total value of the apartment including the value of undivided share, shown in this document is **Rs. -----/-** (Rupees ----- only) for which stamp duty is paid at the rate of **5%** being Rs. -----/- as also Rs. -----/- for unvalued agreement. Total stamp duty of **Rs. -----/-** is paid.

The Original of Sale deed Nos. 3376/1966, 5846/1981, 2670/1968 and 1043/2019 of the Sub Registry office Edappally, are not handed over to the Purchaser, since it takes in the title of the remaining property of Vendors. The copy of title deed Nos. 3376/1966, 5846/1981, 2670/1968 and 1043/2019 and copy of prior documents, copy of Basic land tax paid receipt etc., are handed over to the Purchaser herewith. The Valuation certificate of the apartment is also appended herewith.

SCHEDULES OF PROPERTY**SCHEDULE – A**

1	Serial No.	1	
2	District	Ernakulam	
3	Sub District	Edappally	
4	Taluk	Kanayannur	
5	Village	Thrikkakara North	
6	Desom	Thrikkakara	
7	Municipality, Ward number	Kalamassery, 29	
8	Resurvey block number	5 (Five)	
9	Resurvey number	584 (Five hundred and eighty four)	
10	Re-survey sub division no.	7-2	7-3
11	Old Survey number	642 (Six hundred and forty two)	
12	Old Survey Sub division number	7-13 (26), 7-12 (25), 10/2, 10/1, 7/5, 7/7, 7/11, 7/12 10/3	
13	Extent in Ares	24.42	8.61
	Total Extent in Ares	33.03 (Thirty three decimal zero three) Ares	
14	Tenure and Nature of land	Pandarakapattom, Purayidam	
15	Thandapper number of Vendor No. 1 and 2	22971 and 33394	
16.	Thandapper Number of Purchaser	Nil	
17.	<p>DESCRIPTION:</p> <p>All that piece and parcel of land admeasuring 33.03 Ares made up of 24.42 Ares in Re. Sy. No. 584/7-2, Block No. 5 in Thrikkakara North Village, covered by Sale deed No. 3376/1966 of Sub Registry Office, Edappally, and 8.61 Ares in Re. Sy. No. 584/7-3, Block No. 5 in Thrikkakara North Village, covered under Sale deed Nos. 3376/1966, 5846/1981, 2670/1968 and 1043/2019 of Sub Registry Office, Edappally, with all easements and all other rights appurtenant thereto.</p>		

18.	BOUNDARIES
East	Municipal Road
South	PWD Road
West	Property of -----
North	Property of -----

SCHEDULE – B

(Conveyed property)

-----% **undivided, indivisible right**, title and interest in **33.03 Ares** of land described in Schedule - A above, equivalent to ----- Ares.

SCHEDULE – C

Completed ----- **bedroom** apartment marked as **No.** -----, bearing Kalamassery Municipality Door No. -----, with a **Carpet area** of ----- **Sq. mtrs.**, situated on the ----- **floor** together with the proportionate share of common areas and facilities, with right to use a covered car parking facility marked Slot No. ----- on the ----- floor in the multi-storied Apartment building named **“ABAD OASIS”** together with all easements, rights and improvements thereon.

SCHEDULE – D

RESTRICTION ON THE RIGHTS OF THE PURCHASER:

That the Purchaser bind themselves, their successors - in - interest, heirs, representative and assignees in the Project **“ABAD OASIS”** and hereby agree to be bound by the following covenants:

- D. 1. Not to use or permit the use of the improvements in Project **“ABAD OASIS”** in any manner which would diminish the value or utility of water pipe line, cisterns, electrical and telephone cables and the like common amenities and facilities, provided in the property.
- D. 2. Not to use the open space left after the construction of buildings and other improvements in the project property for parking any heavy vehicles or to use the same in any manner which may cause nuisance or hindrance for the free ingress to or egress from other parts of the project land and in the buildings therein.
- D. 3. Not to decorate the exterior of the buildings in the property otherwise than in a manner planned, built and handed over to the Purchaser.

- D. 4. Not to make any arrangements for the maintenance of the land, building and the common amenities in the project property other than that arranged by the Vendors / Association of owners or by the majority of owners of property in the project.
- D. 5. Not to keep, stock or display of any material in the building or in the corridors or in any place intended for common use.
- D. 6. Not to default the payment of any taxes or levies to be shared by the owners in the project property.
- D. 7. Not to display any signboard, advertisement board or designs without the prior approval of the Vendors or Association of owners in places not sanctioned by the Vendors or Association of owners.
- D. 8. Not to do anything that would be prejudicial to the free use of all easements, common amenities and facilities by other co – owners in the project property.
- D. 9. Not to raise any construction in addition to that which is specifically planned by the Vendors in the Schedule-A property.
- D. 10. Not to carry on any trade, service or business offensive in nature which may become nuisance or dangerous to the co-owners and occupiers in the project property or which may depreciate the value of the property or the buildings or any part thereof.
- D.11 Not to use the apartment for any other purpose other than residential purpose.
- D.12 Not to keep any pets or animals on the land, inside outside the building situated in Schedule - A property.
- D.13 Not to change the name of the project or remove the signboard showing the name of the project “**ABAD OASIS**”.

SCHEDULE - E

RIGHT ACKNOWLEDGED BY THE PURCHASER

- E. 1. Full right and liberty for the Purchaser and all persons authorized or permitted by the Purchaser (in common with all other persons, entitled or authorized to the like right) for all reasonable purposes to go, pass and re -pass the staircases, lift and the passages inside and outside the buildings at all times.

- E. 2. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times by day and night and, for all purposes to go, pass and re-pass over the land appurtenant to the buildings in the project land excepting over the limited common areas where specified car parking spaces and other facilities allotted to certain specified apartment owners.
- E. 3. The right to subjacent and lateral support, shelter and protection from other parts of the aforesaid buildings from the sides and roof thereof.
- E. 4. The free uninterrupted passage of cooking gas, running water and water lines and, electricity from and to the apartment through the CGS system, sewers, drains and water courses, pipes and wires as existing now are or may at any time later be provided in under or passing through the building, land or any part thereof at any time hereafter.
- E. 5. Right to passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice to where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- E. 6. Right of passage for such persons, their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables pipes and wires causing as little disturbance as possible.
- E. 7. To lay cables or wires through common walls or passages for telephone, video or computer installations respecting the equal rights of the other Purchaser.
- E. 8. The right to do all or any of the acts without notice in any case of emergency to save imminent serious damage to property and danger to life.

SCHEDULE - F

PURCHASER COVENANTS

The Purchaser along with other Purchaser in the proportion to their shares shall be deemed to have accepted the following conditions and to bear the following expenses.

- F. 1. All rates including the one time Building Tax as per the Kerala Building Tax Act 1975 and the fund liable to be contributed under the Kerala Building Workers' Welfare Fund Cess

Act 1996, taxes and outgoings whether already paid by the Vendors on behalf of the Purchaser or payable in respect of the land described in the Schedule – A hereto and the building constructed thereon and that of Schedule –B and C as applicable.

- F. 2. The expenses of routine maintenance and repairs of common amenities such as swimming pool, Gymnasium, Children’s Play Area, AC association room, lobby, elevator, cable TV connection and accessories, generator back up etc, including painting, cleaning, gardening and provisions for all common services to the building as set out below shall be done either by the Association of owners or an outside agency nominated by the said Association. Builder/Vendors shall not be responsible for any loss or damages caused due to non-maintenance of the common amenities.
- a. Electrical installations like generator, transformer, cabling, RMU, panels, Distribution board, lighting.
 - b. Electronic installations like EPABX, UPSa nd AC units.
 - c. Electromechanical installations like water treatment plant, Rain water harvesting system, LPG reticulated system, pumps, plumbing system, its allied accessories and all other service installations.
 - d. Furniture, furnishings, joinery, signage, notice boards, etc
 - e. Renewal of Fire NOC, Lift License in accordance with the prevailing Rules and Regulations.
 - f. Cost of Periodical Inspection by Chief Electrical Inspectorate
 - g. Replacement of common light fittings and fixtures.
 - h. Payment of electrical and water charges for common services and individual units.
 - i. The cost of security services for the building. [
 - j. The cost of upkeep of fire fighting equipments and all related services.
 - k. Lift and staircase.
 - l. Open terrace and recreation room.

- m. Bio bin.
 - n. Salary of caretaker, gardener, housekeeping & maintenance staff and other staff required for maintenance of common amenities.
 - o. Share of contribution for the running and maintenance of the Association of the owners/occupiers of the apartments in the building referred to in this deed.
 - p. Share of contribution towards sinking fund to be created by the above said Association.
 - q. To pay the monthly maintenance charges from the date of Builders/ Vendor No. 3 readiness to handover possession of the apartment described in the Schedule - C herein.
- F3. Should the Purchaser default payment due for any common expenses, benefits or amenities for two consecutive months the Vendors and the Association of owners while carrying out the services as contemplated above, shall have the right to remove such common benefits or amenities from the enjoyment of the Purchaser, and will not be entitled to attend the general body meeting of the Association and stands disqualified to be a committee member or office bearer in the Association of owners nor shall have voting rights in the Association.
- F4. The Purchaser shall ensure that Annual Maintenance of various equipments in the building complex is done for smooth and effective operations of the same.
- F5. Purchaser is not entitled to seek partition or separate possession of undivided share of land purchased under this deed.
- F6. Purchaser shall not avail individual cooking gas cylinder or keep such cylinder in the apartment or its premises as the apartment complex has reticulated gas system.
- F7. The Purchaser shall have right to use the common amenities and facilities such as recreation hall subject to the rules and regulations of the Builder/ Association of owners.
- F8. The PURCHASER further covenants to use and enjoy all the common areas and amenities such as roads and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, in common with other owners and other occupants. The Purchaser shall not place objects/ things/ articles which hinders free use of any common amenities.

- F9. The Purchaser hereby agrees that service connections like water and electricity is not linked to handover date and the builders only facilitate the same. The charges of tanker water supply if any shall be borne by the residents in the project.
- F10. The Purchaser shall pay the charges of electricity and gas consumption in accordance with the usage measured by their respective individual meters of electricity and gas to respective agency/association as applicable.
- F11. The Purchaser agrees that the Vendors/Builder or their nominees, reserve exclusively, the right to display over the roof top of the apartment complex non lit/ lit logo of Abad Builders Pvt. Ltd. and adequate branding space in a suitable common area of the apartment complex constructed on the Schedule - A property. Vendors/Builder shall do the maintenance of non lit/ lit logo and branding space.

IN WITNESS WHEREOF the Vendors have executed this deed on this the date mentioned above in the presence of the following witnesses.

WITNESSES:

This document is prepared by:

Adv. John T. Sebastian, Roll No. K 361-A/1986,
JOHN & JOHN, 5th Floor, Metro Plaza, Market Road North,
Kochi – 682 018.

This document is computer printed.

Corrections and interlineations: Nil

FORM 1 B

See Rule 3 (1A)

ANNEXURE

1. LANDED PROPERTY

- | | | |
|--|---|-------------|
| 1. Classification by use (Commercial, Residential etc) | : | Residential |
| 2. Short description of improvements in the property | : | Nil |

(Details like nature of crop, age of plants or trees)

3. Value of the area transferred from each Survey number or Sub Division number in the opinion of the executant/s

Item	Resurvey number	Resurvey Sub Division number	Area Transferred	Value
1.	584	7 - 2	-----% undivided share in 24.42 Ares	
2.	584	7 - 3	-----% undivided share in 8.61 Ares	
			Total	Rs. -----/-
4. Value of the land transferred				Rs. -----/-

II. BUILDINGS

1. **Door Number** : -----

2. Annual Building (Property) Tax with tax receipt number, date and the Local Body Name :
Rs. -----/- (-----), Receipt No. -----, dated. -----, issued by Kalamassery Municipality.

3. Year of construction: 2020

4. Built up area: (NOTE: Areas open to sky such as court-yards, open space etc. if any, may be deducted from built up area. **Carpet area** ----- Sq. mtrs.

Floor Type (Cement, Terracotta, Mosaic, Ceramic, Tiles, Marble, Granite etc.): Vitrified Tiles

Floor: (1) Thatched Roof (2) Tinned Roof (3) ACC sheet Roof (4) Tiled Roof (5) RCC Roof

(6) Cost (Less Depreciation): RCC Roof

----- **Floor** ----- Sq. mtrs. Rs. -----/-

5. Area of separate out house, car shed, bath room etc. if any, and type of construction :
Right to use an exclusive Car parking facility

6. Compound wall, if any : Common

7. Well, if any, or water connection, or both : -----

8. Electrical installations:

(a) Number of points : -----

(b) Number of fans : -----

(c) Number of electric motor pump sets : Common

9. The executant's estimate of the value of the Building/s : Rs. -----/-
and other items

10. The executant's estimate of the value of the land and buildings : Rs. -----/-

11. The amount of consideration set forth in the instrument : Rs. -----/-

This form is computer printed.

Corrections and interlineations: Nil

Place : Edappally

Date : -----06-2020