

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

This Agreement made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2000 \_\_\_\_\_ between \_\_\_\_\_ hereinafter referred to as "the Promoter" ( \_\_\_\_\_ ) of the One Part and ( \_\_\_\_\_ ) hereinafter referred to as "the Flat Purchaser" ( \_\_\_\_\_ ) of the Other Part.

Whereas the Promoter has by an Agreement / Conveyance dated \_\_\_\_\_ day of \_\_\_\_\_, 2000 and executed between \_\_\_\_\_ of the One Part (hereinafter referred as "the Vendor") and the Promoter of the Other Part, 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 lying and being at \_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land").

And Whereas by and under a lease / an agreement for Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2000 made between \_\_\_\_\_ of the One Part (hereinafter referred to as "the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity / for a term of \_\_\_\_\_ years in respect of an immovable property being piece or parcel of leasehold land being at \_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mts. or thereabouts more

particularly described in the First Schedule hereunder written (hereinafter referred to as "the said 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 building/s, if so permitted by the concerned local authority.

And Whereas by an agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2000 Power of Attorney, dated \_\_\_\_\_ executed between Shri \_\_\_\_\_ (hereunder referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement") the Original Owner has appointed the Promoter as his agent to develop the piece or parcel of freehold land lying and being at \_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mts. or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (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 as a result of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "The Ceiling Act") which came into force in the State of \_\_\_\_\_ on \_\_\_\_\_. Vendor / Lessor / Original Owner / Promoter were not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act.

And Whereas the Vendor/Lessor/Original Owner/Promoter having been

shown to be the owner of the said land in the Government and revenue records, the Vendor/ Lessor/Original Owner/Promoter submitted to the Government of \_\_\_\_\_ (hereinafter referred to as "the Government") in the name of the Vendor/Lessor/Original Owner and or promoter an application under section \_\_\_\_\_ of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

And Whereas by an Order \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "the said Order") the Government exempted, subject to the conditions stated in the said Order, the said land from the provisions of the Ceiling Act.

And Whereas as per the said Order and as a result of the Development Agreement the Promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the said order.

And Whereas the Vendor/Lessor/Original Owner/Promoter having been shown to be the owner of the said land in the Government and Revenue records, the Vendor/ Lessor/Original Owner/Promoter submitted to the Government of \_\_\_\_\_ (hereinafter referred to as "the Government") in the name of the Vendor/lessor/Original Owner and Promoter an application under section \_\_\_\_\_ of the Ceiling Act and the guidelines framed by the Government in respect of section \_\_\_\_\_ of the Ceiling Act for the purpose of developing the said land as stated in the application in accordance with the provisions of the Ceiling Act.

And Whereas by Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "the said Order"), the Competent Authority under the Ceiling Act permitted the Vendor/Lessor/Original Owner and/or Promoter to continue to hold

the said land for the construction of houses for weaker sections of the society through the Promoter subject to the terms and conditions therein contained.

And Whereas the Vendor/Lessor/Original Owner/Promoter being in possession of the said land and building thereon will be demolishing/have demolished the old buildings and structures and constructing/has constructed instead new multi-storied building thereon.

And Whereas permission contemplated by section \_\_\_\_\_ of the Ceiling Act for Development has been obtained by the Vendor/Lessor/Original Owner/Promoter.

And Whereas the Promoter has proposed to construct on the said land \_\_\_\_\_ new multi-storied buildings of ground floor at stilt level and \_\_\_\_\_ or more upper floors. (hereinafter referred to as "the said building/s").

And Whereas the promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; whereas the promoter has appointed a 'structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

And Whereas by virtue of the Development Agreement/Power of Attorney, the Promoter alone has the sole and inclusive right to sell the flats in the said building/s 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 \_\_\_\_\_ Ownership Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, (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 Forms \_\_\_\_\_ or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed thereto and marked Annexures '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 buildings.

And Whereas while sanctioning the said plans concerned local 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 the Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor in building no. \_\_\_\_\_ situated at \_\_\_\_\_.

And Whereas prior to making application as aforesaid, as required by the provisions of \_\_\_\_\_ Co-operative Societies Act, the Flat Purchaser has made a declaration to the effect firstly, that neither that Flat Purchaser nor the members of the family [Family as defined under the Urban Land (Ceiling and Registration) Act of 1976] of Flat Purchaser own a tenements, house or building within the limits of \_\_\_\_\_ (Name of town in which flat applied for is located.)

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 the execution of these presents, the Flat purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, being part payment of the sale price of the flat agreed to be sold by the promoter to the Flat purchaser as advance payment or deposit (the payment and receipt whereof the promoter both hereby admit and acknowledge) which shall in no event exceed fifteen per cent of the sale price of the flat agreed to be sold to the Flat Purchaser and the Flat Purchaser has agreed to pay to the promoter balance of the sale price in the manner hereinafter appearing.

And Whereas under section \_\_\_\_ of the said Act the 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 WITNESSETH 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 local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:

Provided that the Promoter shall have to obtain prior consent in writing of the flat purchaser in respect of such variations or modifications which may adversely affect the flat of the purchaser.

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one flat No. .... of the Type ..... of carpet area admeasuring ..... sq. metres. (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 the ..... Building (hereinafter referred to as "the Flat") 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 that promoter balance amount of purchase price of Rs. .... (Rupees ..... ) having been paid to the Promoter on or before the execution of this agreement in the following manner:

- (i) 10 per cent Plinth,
- (ii) 20 per cent Slab,
- (iii) 7 per cent Walling,
- (iv) 10 per cent Doors and Windows,
- (v) 7 per cent Flooring,
- (vi) 7 per cent Plaster (internal and External),
- (vii) 10 per cent Sanitary Fittings and Plumbing,
- (viii) 14 per cent or remaining at time of occupation.

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 Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.
4. The Promoter hereby declares that the Floor Space Index available in respect of the said land is ..... square metres only and that no part of the said floor space index has been utilised by the Promoter elsewhere



for any purpose whatsoever. In case the said floor space index has been utilised by the Promoter elsewhere, then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilisation of the said floor space index by him. In case while developing the said land, the Promoter has utilised any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser. The residual F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the promoters till the registration of the society. Whereas after the registration of the Society the residual F.A.R. (F.S.I), shall be available to the Society.

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 Flat to the Flat Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favour of corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as "the Society"/"the limited Company" make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from ail 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 the Promoter in favour of the said Society/limited Company.

6. The Flat Purchaser agrees to pay to the promoter interest at nine per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the Flat 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 outgoing) 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 his agreement:

Provided always that the power of termination hereinbefore contained shall not be exercised by the promoter, unless and until the promoter shall have given to the Flat Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice:

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat, which may till then have been paid by the Flat Purchaser to the Promoter but the promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person

and at such price as the Promoter may in his absolute discretion think fit.

8. The fixture fittings and amenities to be provided by the Promoter in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.
9. The Promoter shall give possession of the flat to the Flat Purchaser on or before ..... day of ..... 19 ..... if the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the Provisions of section 8 of \_\_\_\_\_ Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to interest at nine per cent per annum from received by him in respect of the flat with simple the date the promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the promoter to the Flat Purchaser there shall, subject to prior encumbrances it any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated:

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

- (i) non-availability of steel, cement, other building materials, water or electric supply;
- (ii) war, civil commotion or act of God;

(iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

10. The Flat Purchaser shall take possession of the Flat within ..... days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation:

Provided that if within a period of three years from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any defect in the Flat or the building in which the Flat is situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

11. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/office showroom/shop, godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's own vehicle.
12. The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within

..... days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable Promoter to register the occupation of the Flat Purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the \_\_\_\_\_ Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws 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. Unless it is otherwise agreed to by and between the parties hereto, the promoter shall, within four months of registration of the Society or limited Company, as aforesaid cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the buildings by obtaining/or executing the necessary conveyance/land 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 a week after notice in writing is given by the Promoter to the flat Purchaser that the flat is ready for use and occupation, the flat Purchaser be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said

land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, 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 outgoing 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 outgoing. 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. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the 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) Rs. .... for proportionate share of taxes and other charges.

Total Rs. ....

16. The Promoter shall utilise 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-at-law, Advocates of the Promoter in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or' assignment of lease.
17. At the lime of registration, the Flat Purchaser shall pay to the Promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or limited Company.
18. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows:
  - (a) To maintain the flat at his own cost in good tenantable repair and condition from the date the possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or

change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or



alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, wall , slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

(g) Pay to the Promoter within ..... days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government for giving electricity or any other service connection to the building in which the Flat is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose.

(i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat, until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter.

19. 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 the observance and performance of the Building Rules, Regulations and Bye-laws 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 Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.
20. Till a conveyance of building in which Flat is situated is executed, 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 buildings or any part thereof to view and examine the state and condition thereof.
21. The Promoter shall maintain a separate account in respect of sums

received by the Promoter from the Flat Purchaser as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoing, legal charges and shall utilise the amounts only for the purposes for which they have been received.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the promoter, until the said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.
23. Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
24. The Flat Purchaser and/or the Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the promoter will attend such office and admit execution thereof.
25. 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, by Registered Post AD / Under Certificate of posting at his/her address specified below :

Viz. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company

26. This Agreement shall always be subject to the provisions of the \_\_\_\_\_ Apartment Ownership Act and the rules made thereunder/said Act and the rules made thereunder.

Note: Testimonial clause to be finalised in individual cases having regard to the constitution of the parties to the agreement.

First Schedule above referred to  
(Description of the freehold/leasehold land).

Second Schedule above referred to

(Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities)

#### ANNEXURE A

Name of the Attorney-at-Law/Advocate.

Address:

Date:

NO.

RE:

#### 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 of ..... the Vendor/Lessor/ Original Owner/Promoter is clear, marketable and free from encumbrance, charges and/or claims.

The Schedule above referred to

(Description of property)

\_\_\_\_\_ : dated ..... day of ....., 2000

(Signed)

Signature of Attorney-at-law/Advocate

#### ANNEXURE B

(Copies of Property Card or any other revenue record showing nature of the title

of the Vendor/lessor/Original Owner/Promoter to the said land) .

ANNEXURE C

(Copy of the plans and specifications of the Flat as approved by the concerned local authority).

ANNEXURE D

(Description of the Flat).

ANNEXURE E

(Specifications and amenities for the Flat).

Note.. Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the agreement. Received of and from the Flat Purchaser abovenamed the sum of Rupees ..... being the fifteen per cent of the sale price of the Flat as advance payment or deposit paid by the Flat Purchaser to the Promoter.

I say received.

The Promoter/s.

