



On Rs. 100/- Non-Judicial Stamp Paper OR
Affix Rs. 100/- Special Adhesive Stamp.

AGREEMENT FOR CONSTRUCTION OF FLAT

(For sale of 1400 Sft Flat under Phase – XV, Venture – III at Kukatpally to be constructed by APHB)

This agreement of sale is executed on this _____ day of _____ 2010 at Hyderabad.

BETWEEN

The Andhra Pradesh Housing Board, a body Corporate constituted under the provisions of the Andhra Pradesh Housing Board Act, 1956, having its Head Office at “Gruhakalpa” M.J. Road, Nampally, Hyderabad, represented by its Executive Engineer (Hg), Western Division, APHB, Kukatpally hereinafter called the Seller (which terms shall wherever the context permits mean and include its successors in interest and assigns) of the One Part.

AND

Sri/Smt/Kum. _____, S/W/D/o _____
_____, R/o. _____
_____. Hereinafter called the Purchaser (Which term shall wherever the context permits mean and include its successors in interest and assigns) of the other part.

Whereas the Seller in the course of its activities, has taken up a Self Financing Housing Scheme (i.e a scheme whereby Andhra Pradesh Housing Board undertakes construction of flat on interest free advance payment basis at Phase – XV, Kukatpally.

Whereas in response to a notification issued by the Seller, the Purchaser has applied for allotment for sale of a 1400 Sft (Sampoornam) Flat under the said Self Financing Scheme proposed by the Seller / convey his willingness to be in the scheme and deposited 10% notified cost of Rs.3,08,000/-.

Whereas the Purchaser was successful in getting allotment in the lottery/scrutiny among the eligible applicants and the Seller has agreed to sell and the Purchaser has agreed to purchase the said flat to be constructed by the Seller under the Self Financing Scheme and for this purpose it was felt expedient to conclude the agreement into writing and hence this agreement is being executed.

Now this agreement of Sale witnesseth that the Seller and Purchaser agree as follows:

1. **Scope of agreement** : The subject matter of this Agreement is sale of flat to be constructed by the Seller under its Self Financing Scheme. It is hereby agreed between the Seller and Purchaser that the Seller shall construct the flat under Self Financing Scheme i.e the Purchaser has to pay the agreed price of the Flat in advance as per the schedule given hereunder and on completion of the construction of the flat and on payment of all dues, the Seller shall register the same in

favour of the Purchaser at the cost of the buyer and handover physical possession to the Purchaser. Flat Number will be allocated through drawal of lots, on appropriate stage of the construction.

2. **The price of the flat** as fixed by the Seller tentatively and agreed by the Purchaser is Rs.30,80,000/- (Rupees thirty lakhs eighty thousand only), which is exclusive of parking charges, taxes, water and Electricity Cost. Water & Electricity Cost will be collected as per actuals. The purchaser agrees to pay to the seller the difference between the tentative cost and final cost and the enhanced final cost will not exceed to 10% over the tentative cost.

3. **Payment schedule** : The payment of the agreed price of the flat, shall be made as follows:

(i)	10%	Already paid	Rs.3,08,000-00
(ii)	20%	Within 6 months from the date of Allotment letter	Rs.6,16,000-00
(iii)	25%	Within 12 months from the date of Allotment letter	Rs.7,70,000-00
(iv)	25%	Within 18 months from the date of Allotment letter	Rs.7,70,000-00
(v)	20%	Within 24 months from the date of Allotment letter OR when the flat is ready for handing over, whichever is earlier.	Rs.6,16,000-00

Balance amount including any enhanced cost (i.e., final cost) as per the clause 2 above to be paid before registration along with plan charges, etc., For the delay in payment of installments, the Purchaser shall pay the interest for the belated period at **14% per annum**.

4. **Registration and Delivery of possession:** The Flat shall be registered at the cost of the Purchaser in his/her name by a Deed for Sale of Flat with such terms and conditions for proper maintenance of the property sold, after completion of its construction and on payment of the entire agreed price including any enhanced price and possession will be delivered.
5. **Maintenance** : The Colony being constructed under Group Housing System / Gated Community, an Association will be formulated with the Allottees of the Colony under the aegis of A.P. Housing Board, on completion of the Scheme. The formed Association will maintain the colony i.e., for daily sanitations, water charges, common electrical consumption charges, maintenance of the generators, maintenance of the lifts, facility management services to the common areas, drive ways, tot-Lot areas, land scapping, etc., maintenance of solar panels for hot water systems, 24 hours security of the colony, etc., duly collecting the monthly subscription as well as raising sufficient corpus fund from the allottees. Until such period, the APHB or the agency appointed by the APHB will maintain the above, duly collecting the monthly subscription charges from the allottees, as fixed by the APHB.

6. **Consequences of default by the Purchaser:** The Purchaser hereby agrees as follows :

- (i) The agreed price of the flat shall be paid strictly as per the payment schedule given at clause 3 above.
- (ii) The dates of payments of different installments are given at clause 3 of this agreement and Purchaser shall pay the same accordingly and no notice/reminder letters will be given by the Seller.

- (iii) A grace period of 30 days from the respective due dates is available to the Purchaser and the installment can be paid along with interest at 14% p.a calculated for the actual days of delay within the said grace period.
 - (iv) If any installment is not fully paid before the expiry of the grace period, the allotment of the flat shall automatically stands cancelled and the Seller is entitled to forfeit 10% of agreed price under clause 2 and the Purchaser shall be entitled for refund of the balance without any interest. It is the responsibility of the Purchaser to apply for and take the refund. No notice is required to be given by the Seller and no specific proceedings need be passed for canceling the allotment and agreement as such cancellation is automatic and on the expiry of the grace period of any installment remains unpaid as stated above.
 - (v) On the allotment and agreement of the Purchaser being cancelled as above, the Purchaser shall cease to have any manner of right or interest in the said flat and the Seller shall have the absolute right and authority to sell the house to anybody and in any manner as per its own choice.
 - (vi) On the Purchaser applying for restoration of his allotment within a reasonable time and before the flat is put to sale to third parties, the Seller may, at its own choice, restore such allotment on such terms and conditions as it may impose including payment of the due with **penal interest at one and half time the rate of interest specified under clause (iii) above** and on such restoration, the allotment and this agreement shall stand restored.
 - (vii) The Purchaser shall not be entitled to go back on this agreement and seek cancellation of the allotment and refund the amounts paid by him. If the Purchaser seeks cancellation of the allotment on this agreement, the Seller shall have the right to forfeit 10% of the flat and to refund the balance without any interest. It is the responsibility of the Purchaser to apply and take the refund.
7. **Agreement not transferable:** The Purchaser shall not have any right to transfer the allotment of the flat made in his favour and his rights under this agreement in favour of any third party. The Seller shall not register the flat in favour of any third party. In case the Purchaser sells or otherwise transfer his allotment/rights under this agreement to a third party before the flat is registered in his name, it shall be deemed to be a violation of this agreement and the Seller have the right to cancel the allotment and forfeit the entire amount paid by the Purchaser.
8. **Nomination:** The Purchaser may execute a nomination naming any person among his family members as the person in whose name the flat shall be registered in case of his death before registration in his name. The nomination can be withdrawn or changed at any time before registration. If no nominations are given, the flat shall be registered in the name of legal heirs of the Purchaser at his/their cost.

9. **Allotment of Specific flat:** The Flat Number will be allocated through drawal of lots, on appropriate stage of the construction and the purchaser agrees to accept the same without raising any objections.
10. **Purchaser has no right to make changes etc., before registration :** The purchaser shall not be entitled to make any changes, alterations, ect., to the flat allotted to him, even after allotment of the specific flat under clause (9) until the same is registered and possession delivered to him unless permitted in writing by the Seller. In case any such alterations/additions etc., are made by the purchaser to the flat and subsequently the allotment is cancelled for any of the reasons mentioned herein the agreement, such alterations / additions cost, stand forfeited and the Purchaser shall not be entitled for any compensation for the same. In the event any changes are made after taking possession, architectural and structural controls of the buildings should be complied with.
11. **No dealing through third parties / associations :** All dealings of the Purchaser with the Seller be made by him in person, as this is a one to one bipartite agreement between the Seller and the Purchaser and the Seller shall not recognize any third party Association such as Allottees' Association Welfare Association and the like to deal on behalf of the Purchaser individually or all the Allottees jointly with the Seller whether in relation to the specific flat or common problem during the time of construction.
12. **Procedure before Registration:** After completion of the construction of the flat, the Purchaser may inspect the same and satisfied with the flat, amenities, facilities etc., as notified in all respects before registration and taking possession and shall not raise any disputes subsequently. If the purchaser points out any valid defects in the flat before registration, the Seller may rectify the genuine defects and then get it registered.
13. **Time for completion, registration and delivery :** The seller complete the construction of the flat within 24 months from the date of commencement of the Scheme, unless circumstances beyond the control of the Seller warrant extension of time : and register and deliver the same to the Purchaser, at his cost, on his paying the entire price (including, any additional price as contemplated under clause 4 herein) and on his depositing the registration charges, stamps, etc., and fulfilling all the conditions. In case of delay in completion, registration and/or delivery, due to circumstances, beyond the control of the Seller like Litigation, court orders, local resistance, orders of Government and other authorities force major causes, etc., the Purchaser shall not be entitled to claim any compensation, interest etc.,
14. **Purchaser bound to follow guidelines etc:** The Purchaser agreed to abide by any such guidelines, rules, etc as may be made by the Seller to be followed by the allottees for the maintenance and upkeep of the flat and the colony after the registration including payment of maintenance fee at such rate and to such person/body as may be decided by the seller and the purchaser agrees to execute such document as the seller may require him to execute for this

purpose before registration and if he refuses to do so, the Seller shall have the right to cancel the allotment and this agreement and forfeit 10% of the agreed cost of the house under clause 2 herein and the Purchaser shall be entitled for refund of the balance without interest. The Purchaser has to apply for the refund. The obligations of the purchaser to follow such guidelines, rules, shall continue as long as he is the owner of the flat and on his transferring the same by sale or otherwise, the obligations will get transferred to the transferee and so on.

15. **Matters not covered by this Agreement:** It is agreed that in respect of all matters covered by this agreement, this agreement shall apply and in respect of matters not specifically covered by this agreement, and covered by the A.P. Housing Board Regulations, as amended from time to time, or the Resolution of the Board shall apply and in case of matters not covered both, the decision of the Seller shall be final and binding on the Purchaser.
16. **Courts which alone shall have jurisdiction in case of disputes :** It is hereby agreed that in case of any dispute, only the Courts, Tribunals, Forums, Commissioner, etc., in Hyderabad, Shall have jurisdiction and no cases shall be filed in courts, etc., in any other place other than Hyderabad.
17. **Agreement and price is only for the flat :** It is hereby agreed that the agreement between the Seller and Purchaser and the agreed price is only for the flat and the price agreed to be paid by the Purchaser is only for such flat and not for any other amenities, services, provisions, etc., like parking areas/garage etc., and the purchaser agrees to pay such additional price /charges for the same as may be fixed by the Seller. Similarly, the Purchaser, either individually or all the allottees/purchaser collectively, shall have no right over the common facilities of the buildings of colony like open areas, play areas, play grounds, parks, drive ways, street lights, amenities block etc., which the APHB may provide and the agreement and price does not include any rights over the same.
18. **Electricity, Water and Sewerage Connections etc., :** It is hereby agreed that the Seller will make provisions for only the main water, drainage and electricity facilities in the colony and the purchaser has to obtain the individual connections by applying to the concerned departments and paying the charges and the Seller will only issue the required no objection letters for the same. In case where the Seller provides the individual connections, the purchaser has to pay the charges of the same in addition to the agreed sale price.
19. **Right of Seller to cancel the scheme:** The Seller has the right to cancel the scheme altogether or in part, at any time, due to any reason and in such a case the amount paid by the Purchaser will be refunded in full with simple interest @5% per annum and the purchaser shall have no right to claim any compensation, or to insist on the scheme to taken up, or to take up or accommodate him/her in any other scheme or any other right.
20. **Common Areas and appurtenant land in case of multistoried buildings:** The Seller shall have right to make rules regarding the use of common areas and appurtenant land. In case any structures of any kind are found in the appurtenant land, the Seller or the Municipality or other local authority on behalf of the Seller, shall have right to remove the same and evict the

occupiers after giving notice of three days. The appurtenant land of the block shall not be put to any use, even for growing vegetables by the individual flat owners. None of the flat owners, including the ground floor flat owner shall have any right of construction or raise additional accommodation over the appurtenant land, or on terrace.

21. **Rates, Taxes, Cesses, etc.,** : The Purchaser shall all along be liable to pay the rates, taxes, cesses, etc., payable to Central or Stage Government, or any local body or authority from the date of registration of the flat and he alone is responsible for filing such returns and fulfilling such other formalities like mutation, etc., at their own cost. The Purchaser shall also be responsible for paying the electricity, water and sewerage charges from the date of registration.

22. **Purchaser to have no right over the flat until registration:** The purchaser shall have no right over house/flat allotted till the flat is registered and handed over to him/her.

In witness whereof Sri _____ on behalf of the Seller duly authorized and Sri/Smt. _____ the Purchaser have signed this agreement, today _____ day of _____ at _____ in the presence of the following witnesses.

SIGNATURE OF SELLER

WITNESSES :

1.

2.

SIGNATURE OF PURCHASER

WITNESSES :

1.

2.

For kind perusal and approval please.

A.E.O.

EE(WD)

E.O.

O.S.D

C.E.

VC & HC.