

PHOTO

**AGREEMENT FOR SALE OF HOUSE / FLAT
ON HIRE PURCHASE CATEGORY**

This Deed of Agreement for sale executed at _____ this _____ day of _____ 20____.

Between the Andhra Pradesh Housing Board, a body corporate constituted under the Provisions of the Andhra Pradesh Housing Board Act 1956, hereinafter called the Act and represented by its Vice-Chairman and Housing Commissioner or his delegate, having the Office at _____ hereinafter referred to as the "Owner" (which term shall wherever the context so permit means and includes its successors in interest and assigns) of the one part.

AND

Sri/Smt/Kum _____ S/D/W/ of _____ residing at _____ hereinafter called the "Allottee" (which term shall wherever the context so permit means and includes her / his heirs, executors, administrators, legal representatives and assignees) of the other part.

Whereas the Allottee has applied to the Owner for allotment of house/flat constructed under HIG / MIG / LIG / EWS housing scheme taken up by the owner at _____, herein after referred to as the "Project".

Whereas the Owner has agreed to allot the house/flat in all that piece and parcel of the land (with undivided share in the land in respect of a flat) together with the building and fittings thereon more particularly described in the Schedule here to and hereinafter referred to as the "Property", to the allottee on monthly / bye-monthly / quarterly / annual installments, on terms and conditions hereinafter mentioned.

And now this Indenture Witnesseth as follows:

1. It is expressly agreed between the parties hereto that the Allottee is not the owner of the property, that he/she shall have no right either to sell or mortgage or otherwise dispose of the property and that the Allottee shall not be entitled to claim title thereto until the sale price thereof, as finally determined and other amounts payable by the Allottee to the Owner have been paid and the property is conveyed in the name of the Allottee.
2. Until such time as the Owner conveys the property to the allottee as hereinafter stipulated or until such time as this agreement is determined by the Owner as hereinafter provided, the allottee is permitted to be in possession of the property as a tenant of the Owner, on terms and conditions hereinafter mentioned and the date of occupation of the property by the allottee shall be deemed to have commenced as and from the date of this indenture.

3. The allottee shall abide and be bound by the provisions of Andhra Pradesh Housing Board Act 1956 and the Rules and Regulations made there under and the Resolutions of A.P. Housing Board and any other rules, regulations, byelaws that are in force and may come into force in so far as they relate to the project in which the said Property is situated.
4. The allottee shall abide by the Rules, Regulations and Conditions now or at any time herein after duly prescribed by the Government, Municipal Corporation / Municipality / Local Authority, in so far as they relate to the project in which the said Property is situated.
5. The allottee shall bear, pay and discharge all the present and future rates, taxes, cesses, assessments, duties and impositions and outgoings, including but not limited to water supply, sanitary & electricity charges, stamp duty, registration charges, property tax, maintenance charges etc., what so ever assessed, imposed and charged upon the said Property by the Government or Municipal Corporation / Municipality / Local Authority or Statutory body (including the Owner) under any law for the time being in force.
6. The Allottee has so far paid to the Owner an amount of Rs._____, equivalent to ___% of the tentative cost of house/flat and receipt of the said sum is hereby acknowledged by the Owner.
7. The balance amount payable in equated installments worked out on diminishing value; include interest at ___% per annum. On delayed payment of installments, penal interest at one and half times the normal rate of interest shall be payable by the allottee for the delayed period. If the allottee pays amount in advance equivalent to two annual installments, the same shall be adjusted against the outstanding principal and installments will be re-fixed on the balance outstanding principal. Any amount paid by the allottee shall be first adjusted towards interest due and balance, if any, towards principal.
8. Until such time as the Owner finally determines the final cost, the Allottee shall pay to the Owner a sum of Rs._____ every month / bye-monthly / quarterly / yearly as installment towards the balance tentative cost of the property within a maximum period of ___ years. The allottee agrees to make payment of installments as per the Payment Schedule herewith provided at Annexure-I or as may be modified and communicated in writing by the Owner from time to time.
9. The revised installments ultimately fixed by the Owner after the cost has been finally determined shall be deemed to have become payable from the date of this indenture. The Allottee agrees to pay the difference amount, between the initial installments and revised installments, to the Owner as per the demand notice issued by the Owner.
10. The Allottee shall make full and regular payment of all the dues that are required to be paid by him/her and if any such payment is delayed he/she shall be liable to pay penal

interest at the rate specified above. In case of default in payment of dues, the Allottee shall be liable to be evicted as per the procedure laid down in A.P. Housing Board Act 1956 and Regulations made there under, for recovery of all outstanding dues.

11. If there is any contravention by the allottee of any of the terms expressed or implied under the regulations / application / agreement for sale, it shall be lawful to the Owner to evict the allottee or occupant of house/flat duly canceling the allotment and resume the Property and forfeit the entire amount paid by the allottee.
12. The Allottee shall be at liberty to pay to the Owner at any time before the expiry of the said period the balance of the sale price due in one lump-sum and get the property transferred in his/her name. The charges towards stamp duty, registration fee and other incidental charges for conveyance of the property shall be borne by the Allottee.
13. The allottee shall not make any additions or alterations or sublet, transfer, mortgage, etc., the house/flat without previous written consent of the Owner.
14. After taking possession of the Property, its maintenance and keeping in good condition shall be solely the responsibility of the Allottee.
15. The maintenance of external water supply, drainage and common facilities will be done by the Owner up to a maximum period of six months from the date of completion of the project, for which the allottee agrees to pay such charges for the same as may be fixed by the Owner. The owner may, at its sole discretion, continue maintenance beyond six months. If handing over to the Local Authority is getting delayed for any reason whatsoever, the allottee agrees to form an association with the other allottees, under the aegis of the Owner and takeover maintenance of common areas and common facilities in the Project. The Owner shall handover open spaces reserved for public purpose to the concerned local authority.
16. It is expressly agreed between the parties hereto that infrastructure like School, Hospital, commercial complex, clubhouse/flat etc., if any, facilitated by the Owner will become either the property of the Owner or the property of the Developer to whom such land is sold for development.
17. The Owner shall have the right to enter, inspect, connect, alter or repair any water mains or drainage passing through the property and the Allottee shall render all assistance and facilities and furnish such information as may be required by the person inspecting the property for the purpose of maintenance.
18. In all matters of doubt, concerning and in respect of this indenture, the decision of the Vice-Chairman and Housing Commissioner, A.P. Housing Board, shall be final and binding on the Allottee and any default by the Allottee thereof shall be deemed to be breach of terms of this indenture.

19. In respect of flat, the Allottee shall have common right over water, drainage, electricity connections and he/she shall have no exclusive right whatsoever over them and he/she shall not be entitled to interfere or meddle with or alter the alignment or mode of connection detrimental to the usage and enjoyment of the remaining flat allottees, likewise the stair case and the land on which the building stands shall be the common property of all the flat holders including the allottee. No Allottee shall be entitled to make additional constructions on the appurtenant land and alter the nature of the appurtenant land of the block. All the Allottees of the block shall have equal right whatsoever over the terrace and no construction shall be made over the terrace by any of the flat holder including the Allottee.
20. The Owner hereby agrees that the Allottee making all payments due from him/her in accordance with these presents and performing and observing all the conditions herein contained shall peacefully hold and enjoy the said property during the said term except for any lawful interruption by the Owner or any person lawfully claiming it.

In witness hereof Sri / Smt _____, Executive Engineer on behalf of Owner,
and Sri / Smt _____ Allottee; have hereunto set their hands.

Signature of the Owner.

Signature of Allottee.

Witnesses:

(1)

(2)

SCHEDULE
Description of the Property

HIG / MIG / LIG / EWS house/flat No. _____ Design _____
situated at _____ as per the plan appended and bounded by:

East :

West :

North :

South :

Signature of the Owner.

Signature of Allottee.

Witnesses:-

(1)

(2)

Payment Schedule

Housing Scheme at _____

Category of house/flat : EWS / LIG / MIG / HIG

Plot area in Square yards :

Plinth Area in Sq.feet :

Tentative Cost of the house/flat : Rs. _____

Down payment received : Rs. _____

Equated Installment amount : Rs. _____

Periodicity : Monthly / Quarterly / Annual

Rate of interest : ___ % per annum

Installment Number	Amount of installment	Due date of payment	Installment Number	Amount of installment	Due date of payment
1			31		
2			32		
3			33		
4			34		
5			35		
6			36		
7			37		
8			38		
9			39		
10			40		
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30			60		