

Form APR VIII

[See Rule 16]

Form of Agreement of Sale

This agreement of sale made this _____ day of _____ between _____ (hereinafter called the promoter which expression shall include his heirs, legal representatives, successors and assigns) of the one part AND Shri/Smt./Kumari _____ Son/Wife/Daughter of _____ resident of _____ (hereinafter called the intending purchaser which expression shall include his/her heirs, executive administrators, legal representatives and assigns) of the other part.

Whereas the promoter intends to construct or has constructed a building of apartment in _____ colony and _____ which are to be sold on ownership basis; or
Whereas the promoter intends to offer for sale plots in _____ colony at _____;

And whereas the intending purchaser has separately applied for purchase of an apartment/plot in the _____ colony at _____ and has deposited the earnest money of rupees _____ with the promoter;

Now this agreement witnesses as follows :- The promoter agrees -

(A) In the case of Apartment -

(i) that if the building of apartments is to be constructed, the promoter shall construct the building according to the plans and specifications approved by the authority, which is competent so to do under any law for the time being in force;

(ii) that the possession of the apartment shall be handed over to the intending purchaser by _____.

(iii) that the area of the apartments including the area of the balconies shall be, as shown in the plan appended to this agreement as annexure _____;

(iv) that the price of apartment shall be _____ and proportionate price of the common areas and facilities shall be _____;

(v) that the association to be constituted for the administration of the apartments shall consist of _____.

(vi) that the nature, extent and description of the common areas and facilities and the limited common area and facilities shall be as shown in annexure _____ to this agreement;

(vii) that the percentage of undivided interest in the common areas and facilities, and in the limited common area and facilities, if any, appertaining to the apartments, agreed to be sold shall be the ratio of the built up area of the apartments to the total built up area of the apartment;

(viii) that the apartment shall be used for the purpose _____ and for no other purpose;

(B) In the case of plot -

(i) that the possession of the plot shall be handed over to the intending purchaser by _____;

(ii) that the area of the plot is _____square meters and the price of the plot is _____;

(iii) that the plot shall be used for the purpose of _____and for no other purpose;

(iv) that certificate of an Attorney-at-Law or an advocate of not less than seven years' standing has been obtained; and appended with this agreement as annexure _____;

(v) that a certified copy of the revenue record showing the nature of the title of the promoter to the plot or the land on which the building of apartments is constructed or to be constructed is appended with this agreement as Annexure I _____;

(vi) that the plans and specifications of the apartments as approved by the authority which is required so to do under any law for the time being in force, are appended to this agreement as Annexure II to _____.

In witness whereof the parties hereto have signed this agreement on the date and year respectively mentioned against their signatures.

Signature of the Promoter,

1.Witness
Dated :

2.Witness
Dated :

Signature of the Intending Purchaser,

1.Witness
Dated :

2.Witness
Dated :