**FLAT BUYERS AGREEMENT**

This FLAT BUYERS AGREEMENT is made and executed this..................... day of.........................

BETWEEN

Shri......................................................................................................... .......................................... (hereinafter called the Owner/Builder) of the one Part).

AND

Shri................................................................................................................................................... (hereinafter called the owner of second Part).

The expression "Owner/Builder" and "Flat Buyer", unless repugnant to the context, means and includes their respective heirs, successors, legal representatives and assigns.

WITNESSETH as under: -

Whereas the President of India granted a perpetual lease of the plot of land admeasuring................... sq. yards and bearing No......................................................... by lease deed dated..................... duly registered before the Sub Registrar, New Delhi in favour of......................... and duly registered at. S1. No.................... in Additional Book No................ Vol........................... on pages......................... and certificate of sale also issued on the same day.

And whereas the said Shri................................... sold and conveyed the said plot to the Owner/Builder by a sale deed dated....................... duly registered at No. .................. in the Additional Book No....................... vol No..................... on pages

And whereas the Owner/Builder, after getting the plans sanctioned carried out construction of basement, ground, mezzanine, first and second floors.

NOW THEREFORE THESE ARTICLES OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Buyer has, prior to the execution of this Agreement, undertaken inspection of documents of title and other related papers of the Owner/Builder, including the sanction plans and other plans, and has satisfied himself about the title of the Owner/Builder and her entitlement to sell the constructed area on the said plot as marketable and has agreed to accept the same. The Buyer shall not be entitled to investigate further the entitlement of the Owner/Builder on the said plot............................................... and the area to be sold, and no objection shall be raised or entertained on any matter relating thereto, and the sale is on. As is where is basis.

2. That the Buyer agrees to buy and the Owner/Builder agrees to sell for Rs................................ (Rupees......................... only) Unit Bearing No............. on the Ground floor of the said building, hereinafter referred to as the Unit, having an area of............... sq. ft., which includes the whole of the area under the periphery walls, half the area of walls common with other units adjoining the said unit and other area of balconies, and common area passages, stair-cases and other common area, as per plans and specifications, inspected, seen and approved by the buyer.

3. That the aforesaid consideration of Rs.................. (Rupees.................. only) has already been paid by the buyer.

4. That the Owner/Buyer shall effect the transfer/sale of the unit to the Buyer in such manner as may be permissible in law. All costs, charges and expenses in connection with the formation of any co-operative society, limited company or any other corporate body of buyers shall be payable by the Buyer. All other expenses of preparing, engrossing, stamping, registering agreement, deed of assignment, sale-deed, conveyance or any other documents to be executed under these presents by the Owner/Builder or the buyer and also the entire professional cost-of the Owner/ Builder in preparing and approving all the said documents shall be to the account of the Buyer. The document may be executed under the Delhi Apartment Ownership Act. The sale will be with proportionate lease-hold rights, undivided, indivisible and impartible.

5. That the possession of the said unit having been given to the buyer the buyer shall have no claim against the owner/builder as to any item of work, quality of work and material, installations, provisions etc. in the said unit on any ground whatsoever and the claim, if any, shall be deemed to have been waived. All such complaints/defects, if any, area to be got removed by the Buyer through the Owner/ builder before taking possession.

6. That the buyer, on sale and delivery of possession, will be entitled to the exclusive use and occupation of the said unit without any interference and hindrance, but subject to the terms, conditions, stipulations and restrictions contained herein.

7. That nothing contained in these presents shall, however, be construed to confer upon the buyer any right, title or interest, grant, lease, demise or assignment in the said plot or in the rest of the building. Such conferment can take place subject to such conditions as are herein contained only upon the deed of assignment in favour of the company or body corporate or co-operative society, as may be required or deemed fit, for transfer of the said rights.

8. That the buyer agree and binds himself to pay proportionately for electric, water and other connection and for any electric sub-station or generator required.

9. That so long as each unit of the said building is not separately assessed for the property tax, the buyer shall pay proportionate share of the Municipal taxes,

house tax, rates and water tax etc. as assessed for the whole building. Such appointment shall be made by the Owner and the same shall be conclusive, final and binding upon the buyer.

10. That any unearned increase shall be payable by the buyer in case the land on which the property is built is sought to be or is declared free-hold.

11. That the buyer shall maintain the unit periphery walls and partition walls, sewers, drains, pipes and appurtenances thereto in good tenantable repairs, state, order and condition in which it would be delivered to him and in particular so as to support, shelter and protect the other parts of the building.

12. That the buyer shall use the premises according to Bye-laws, rules and regulations.

13. That the buyer shall not make any hindrance or block any passage, cover any verandahs, terraces or open space.

14. That the buyer shall not decorate the exterior of the building. The same shall be decorated by common consent of all the buyers and in case of any difference, as the owner may decide. The Owner/Builder decision shall be final and binding.

15. That the buyer can assign his rights, titles and interest in the unit without the prior written consent of the Owner/Builder.

IN WITNESS WHEREOF the Owner/Builder and the Buyer have signed these articles of Agreement on this......... day of.................... in the presence of:

**WITNESSES**

...........................

OWNER/BUILDER

...........................

BUYER