

## **AGREEMENT TO SELL**

This Agreement to Sell ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, **20**, at Ghaziabad, Uttar Pradesh,

### **BY AND BETWEEN**

**SGS Construction & Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at R-10, Green Park Main, New Delhi – 110016, and having its project office at Village Shahbad alias Mitthepur and Mirzapur, District Ghaziabad, Uttar Pradesh, through its duly authorized representative, authorized by the Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "Builder" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives, administrators, and permitted assigns),

### **AND**

**Mr./Mrs.** \_\_\_\_\_, Son/Daughter/Wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, having Aadhaar Number \_\_\_\_\_, PAN No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, legal representatives, executors, administrators, successors and permitted assigns).

(The Builder and the Allottee shall hereinafter be collectively referred to as the "Parties" and individually as a "Party" as the context may require).

### **WHEREAS:**

1. The Builder is the absolute and lawful owner of certain land situated at Villages Akbarpur Behrampur, Mirzapur & Shahbad alias Mitthepur, District Ghaziabad, Uttar Pradesh, admeasuring approximately 25.378 hectares (~62.71 acres), duly sanctioned and permitted by the concerned statutory authorities including the Ghaziabad Development Authority (GDA) to develop a planned township.
2. That out of the said land, the Builder has undertaken development of a group housing residential project over the land parcel of 10.9247 Hectares or 26.99 Acres under the name and style of "City-2" and specifically under the Pradhan Mantri Awas Yojana (Urban) - Housing for All scheme, a component of the Ministry of Housing and Urban Affairs, Government of India.
3. That within the aforesaid group housing project, the Builder has developed a block consisting of three tower (stilt + 19 Floors) specifically earmarked

for Economically Weaker Sections (EWS) residents under the name and style "EWS City-2" (PMAY), consisting of 1,493 residential apartments constructed on a designated portion of Land admeasuring 17,589 sq, Mtrs. or 1.7589 Hectares or ~4.3463 Acres comprised in Khasra Nos. 44M (0.448 Ha), 45 (0.177 Ha), of Village Shahbad alias Mithepur, and Khasra Nos. 123 (0.139 Ha), 124 (0.228 Ha), 125 (0.355 Ha), 126 (0.352 Ha), and 129 (0.0592 Ha), of Village Mirzapur, Tehsil & District Ghaziabad (U.P.)

4. The Builder has obtained all necessary statutory approvals, building plan sanctions, commencement certificates, occupancy certificates, environmental clearances, fire safety NOCs, and other permissions from the concerned authorities for undertaking and completing the construction of the residential buildings as per approved plans.
5. The Ghaziabad Development Authority (GDA), acting as the nodal implementing agency for the PMAY Scheme in the region, opened a registration process for applicants fulfilling the eligibility criteria for allotment of EWS apartments constructed under the said scheme.
6. The Builder has obtained the registration of the Project under the provisions of the Act with the Authority at Lucknow (Uttar Pradesh) on \_\_\_\_\_ under registration no. \_\_\_\_\_.
7. The Allottee herein submitted a duly filled application form bearing Registration/Application No. \_\_\_\_\_ under the EWS category of PMAY (Urban), enclosing the requisite documents such as Aadhaar Card, Bank Account Details, Reservation Category Certificate, Income Declaration, and Self-Affidavit of eligibility as prescribed.
8. After due scrutiny and verification, the Allottee was found eligible under the PMAY guidelines and was provisionally allotted Apartment No. \_\_\_\_\_, Floor No. \_\_\_\_\_, Tower No. \_\_\_\_\_, admeasuring a carpet area of \_\_\_\_\_ sq. meters (\_\_\_\_\_ sq. ft.), under the "EWS City-2" (PMAY) Project developed by the Builder at Ghaziabad, Uttar Pradesh, pursuant to Booking No. \_\_\_\_\_ dated \_\_\_\_\_.
9. That the Ghaziabad Development Authority collected the entire sale consideration on behalf of the Builder directly from the Allottee under the terms of the PMAY (Urban) Scheme, in accordance with the guidelines issued by the Ministry of Housing and Urban Affairs, Government of India.
10. The Builder has issued a formal Allotment Letter dated \_\_\_\_\_ confirming the provisional allotment in favour of the Allottee and outlining the terms and conditions of allotment including usage restrictions, lock-in period, non-transferability, legal compliances, and obligation to execute a Conveyance Deed.

11. The Parties now wish to formally record their respective obligations with respect to the sale and purchase of the said Apartment and agree to execute this Agreement to Sell pending execution and registration of the final Conveyance Deed.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

**1. AGREEMENT TO SELL :**

The Builder hereby agrees to sell, transfer, convey, and assign, and the Allottee hereby agrees to acquire, accept, and take possession of the Apartment bearing No. \_\_\_\_\_, located on the \_\_\_\_\_ Floor in Tower No. \_\_\_, **admeasuring Carpet Area \_\_\_\_\_ sq. metres ( sq. feet)**, situated in the affordable housing project known as "EWS City-2" (PMAY), developed at Village Shahbad alias Mithepur and Mirzapur, District Ghaziabad, Uttar Pradesh, under the Economically Weaker Section (EWS) category as per the Pradhan Mantri Awas Yojana – Urban (PMAY-U) Policy. The Said Apartment forms part of a government-subsidized affordable housing scheme intended for eligible beneficiaries falling within the EWS income bracket, and has been allotted under the guidelines, norms, and terms and conditions prescribed by the Ministry of Housing and Urban Affairs (MoHUA), Government of India, and implemented through the Ghaziabad Development Authority (GDA) or other competent authorities.

The Allottee acknowledges and accepts that the Project is developed under strict regulatory supervision with limited permissible profit margins, cost ceilings, and cross-subsidy parameters as determined under the PMAY scheme. Accordingly, the sale, use, and ownership of the Said Apartment shall remain subject to the statutory restrictions and compliance obligations imposed by the applicable EWS/PMAY (Urban) policies, including but not limited to restrictions on alienation, leasing, or transfer for a specified lock-in period, as may be notified from time to time by the competent authorities. The Allottee undertakes to use the Said Apartment solely for residential purposes and in accordance with applicable laws and regulations, and further agrees to comply with all rules, guidelines, and instructions issued by the GDA, the Builder, and/or any statutory authority concerning the said Scheme and Project.

**2. SALE CONSIDERATION AND PAYMENT:**

It is hereby recorded that the total sale consideration for the Said Apartment, amounting to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), has been paid by the Allottee directly to the Ghaziabad Development Authority (GDA), acting as a collection agency on behalf of the Builder in accordance with the PMAY scheme and the applicable guidelines. The Builder acknowledges the receipt of the said amount based on the payment confirmation received from GDA.

However, the Allottee agrees and confirms that such acknowledgment shall be subject to actual realization of funds by the Builder from GDA. In case of any discrepancy, withholding, or non-disbursement of the sale consideration or any part thereof by GDA for any reason whatsoever, the Builder shall have the right to raise a demand upon the Allottee for such amount, and the Allottee undertakes to make the necessary payment immediately upon such demand without raising any objection or delay. The Allottee further agrees that the Builder shall not be responsible for any delay or default on the part of GDA in processing or transferring the funds. The Allottee shall also not claim any right, title, or interest in the Said Apartment until full realization of the sale consideration by the Builder. This clause shall prevail notwithstanding any payment made to GDA or any confirmation of booking issued earlier.

### **3. EXECUTION OF CONVEYANCE DEED:**

Upon completion of all formalities and full payment of the Total Price and all dues by the Allottee, and upon submission of proof of payment of applicable stamp duty and registration charges, the Builder shall execute and register the Conveyance Deed in favour of the Allottee, transferring absolute ownership rights in the Said Apartment. The Allottee shall solely bear all costs related to the registration, including stamp duty, registration fees, legal charges, and other incidental expenses. The Builder shall not be liable for any delay arising from the Allottee's failure to make timely payments or complete documentation. The Conveyance Deed shall be executed in the format approved by GDA and in accordance with the statutory requirements under the PMAY scheme. The Allottee shall not raise any objection to the contents or format of the said Deed.

### **4. POSSESSION:**

- 4.1 Possession of the Said Apartment shall be offered to the Allottee within the timeline notified by the Builder, which shall be in consonance with the guidelines laid down under the Pradhan Mantri Awas Yojana (PMAY) scheme and as per the directions issued by the Ghaziabad Development Authority (GDA) from time to time. Upon intimation by the Builder regarding the readiness of the Said Apartment for possession, the Allottee shall be obliged to take physical possession of the Apartment within the period stipulated in the said notice.
- 4.2 In the event the Allottee fails, neglects or refuses to take possession of the Said Apartment within the stipulated time despite intimation and readiness of the Builder, the Builder shall be entitled to levy and recover holding charges from the Allottee for the entire period of delay in taking possession, at the rate as may be determined by the Builder at its sole discretion, which shall be final and binding on the Allottee. Such charges shall be in addition

to any maintenance charges, dues, or other payments becoming applicable during the said period.

4.3 Further, the Allottee agrees that the execution and registration of the Conveyance Deed shall not be withheld or delayed due to any such failure on the part of the Allottee to take timely possession, and the Builder shall be entitled to proceed with registration of the Conveyance Deed and recovery of applicable stamp duty, registration charges, and incidental costs from the Allottee.

## **5. LOCK-IN PERIOD**

5.1 The Allottee unequivocally agrees and undertakes that the Said Apartment has been allotted under a subsidized housing scheme namely the Pradhan Mantri Awas Yojana (PMAY) - Urban, intended solely for the benefit of eligible beneficiaries falling within the Economically Weaker Section (EWS) category. In view of this and to ensure that the purpose of affordable housing is not defeated or circumvented, the following transfer restrictions shall apply strictly:

5.2 The Allottee shall not, under any circumstances whatsoever, alienate, assign, transfer, mortgage, pledge, gift, exchange, lease, license, or otherwise dispose of or create any interest in the Said Apartment or any portion thereof, directly or indirectly, whether for consideration or otherwise, for a continuous lock-in period of five (5) years from the date of execution and registration of the Conveyance Deed in his/her favour, or such other period as may be mandated under the applicable PMAY guidelines or directives of the Ghaziabad Development Authority (GDA), whichever is later.

5.3 The aforesaid restriction shall be absolute, binding, and enforceable in law and equity and shall include any arrangement or device, whether written or oral, that may have the effect of transferring, parting with possession or beneficial ownership of the Said Apartment in any manner.

5.4 Without prejudice to the generality of the foregoing, the Allottee shall not:

- Enter into any agreement to sell, agreement to transfer, power of attorney, development agreement, partnership or joint development agreement with any person for the purpose of transferring rights or possession of the Said Apartment.
- Mortgage or pledge the Said Apartment with any bank, financial institution, money lender, NBFC or private person for raising any loan or as security for repayment of any debt or performance of any obligation.
- Gift, donate, exchange, bequeath, or otherwise create any succession interest in favour of any third party or relative in contravention of the lock-in condition.

- d) Create or allow to be created any charge, lien, attachment, litigation, dispute, or third-party claim, whether by act of commission or omission.
- e) Allow any third party to occupy, possess, rent, sub-lease or use the Said Apartment either temporarily or permanently under any arrangement.
- f) Engage in any activity that would amount to circumvention, misutilization or commercial exploitation of the benefit extended under the PMAY scheme.

5.5 Any act or attempt by the Allottee to carry out any of the prohibited actions shall be treated as a material breach of this Agreement and shall render the original allotment void ab initio and this Agreement and/or Conveyance Deed shall be liable to cancellation or annulment by the competent authority. Furthermore, any such transaction shall not be recognized in the records of the Builder, the GDA, or any other statutory authority, and the Builder shall have the right to approach the appropriate forum for restoration of possession or reversion of title.

5.6 In addition, the Builder reserves the right to report such breach to the Ministry of Housing and Urban Affairs (MoHUA), the GDA, and/or the concerned Sub-Registrar and to seek penal and civil remedies including withdrawal of subsidy benefits, imposition of penalties and blacklisting of the Allottee from future housing schemes.

5.7 This restriction forms a core covenant of this Agreement and shall run with the Said Apartment during the entire restricted period. The Allottee confirms having understood the consequences and implications of this condition and agrees to be fully bound by the same without reservation or qualification.

## **6. USAGE:**

6.1 The Allottee hereby agrees and undertakes that the Said Apartment shall be used strictly and exclusively for residential purposes only and shall not, under any circumstances, be used or permitted to be used for any commercial, institutional, or industrial activity or for any other purposes whatsoever, either by the Allottee or by any occupant, tenant, guest, or invitee. Any deviation from the intended use shall constitute a material breach of this Agreement and may attract action under applicable laws and bye-laws in force.

6.2 The Allottee further covenants that he/she/they shall not carry out or cause to be carried out any commercial activity of any nature from the Said Apartment, including but not limited to operating offices, coaching centres, beauty parlours, tuition classes, clinics, guest houses, or any other revenue-generating or trade activity that may affect the residential character of the Project.

- 6.3 The Allottee shall also not amalgamate the Said Apartment with any adjoining unit or property nor shall he/she/they carry out any internal or external structural changes, modifications, or alterations to the Apartment or its external façade, including balconies, windows, shafts, or common walls, which may affect the structure, aesthetics, or architectural harmony of the Project. Any such act shall be deemed unauthorized and may be removed by the Builder or maintenance agency at the cost and risk of the Allottee.
- 6.4 The Allottee shall not encroach upon balconies, terraces, shafts, ducts, corridors, or any other common area or use them in any manner that restricts free access, causes obstruction, or hampers the rights of other allottees. Any unauthorized occupation or construction in the common areas or any other non-demised portions shall be treated as a violation and shall invite penal action including but not limited to demolition, imposition of penalty, and recovery of costs incurred.
- 6.5 The Allottee shall at all times ensure that his/her/their conduct and activities, and those of their family members, occupants, or visitors, do not cause any nuisance, annoyance, inconvenience, or disturbance to other residents of the Project. The Allottee shall ensure compliance with all rules, regulations, and guidelines issued by the Builder, Maintenance Agency, or Residents' Welfare Association (RWA), as applicable, from time to time for the smooth operation, maintenance, and peaceful enjoyment of the Project by all its occupants.
- 6.6 In the event of any breach of the above stipulations, the Builder, the Maintenance Agency, or the RWA shall have the right to take such corrective measures as deemed necessary, including imposition of fines, disconnection of services, or initiation of legal proceedings, at the sole cost, risk, and consequence of the Allottee, without prejudice to other remedies available under law or equity.

## **7. TAXES:**

The Allottee shall bear and pay all present and future statutory dues, levies, taxes, cess, including but not limited to Stamp Duty, Registration Fees, GST, Labour Cess, Property/Municipal Tax and any charges imposed by statutory authorities or the Welfare Association. The Builder shall not be responsible for any default on the part of the Allottee in relation to such payments. Any delay in such payment shall attract penal interest as per the applicable rules.

## **8. PAYMENT OF ELECTRICITY, MAINTENANCE AND USAGE CHARGES:**

The Allottee agrees and undertakes to pay, from the date of offer of possession or physical possession, whichever is earlier, all charges related to electricity consumption (whether metered individually or on a shared

basis), maintenance of common areas, and other usage charges as may be determined by the Builder, Maintenance Agency, or concerned Authority in accordance with applicable rules or guidelines. The Allottee shall pay the Electricity bills for the Said Apartment, including meter charges and common area electricity charges, Maintenance charges for upkeep of common areas and services and Usage charges for community facilities or infrastructure, as applicable.

These payments shall be made as per the invoices or demand notes raised from time to time, and the Allottee shall not withhold or delay payment for any reason whatsoever. In case of failure to pay any of the above charges within 15 (fifteen) days from the due date, the Allottee shall be liable to pay interest @ 12% per annum, calculated from the due date till the date of actual payment. If the default continues for more than 60 (sixty) days, the Builder or the Maintenance Agency shall have the right to temporarily disconnect common services to the Apartment (including power supply to common areas), Recover dues from the Allottee through lawful means, including by adjusting from security deposits and Deny access to certain non-essential amenities until dues are cleared. The Allottee shall remain liable for all dues and any consequences arising from delayed payments, and shall not raise any claim against the Builder or Maintenance Agency for service disruption caused due to such default.

#### **9. MEMBERSHIP OF THE RWA:**

The Allottee undertakes to become a member of the EWS City-2 Residents Welfare Association (RWA), pay applicable maintenance charges, and adhere to the rules and bye-laws framed by such RWA or the Builder during the interim maintenance period. The Allottee agrees to cooperate with other residents and abide by all resolutions passed by the General Body of the RWA in the interest of community welfare and upkeep of common amenities.

#### **10. DECLARATION OF ELIGIBILITY:**

- 10.1 The Allottee hereby declares and confirms that neither he/she nor any member of his/her family (including spouse and unmarried children) owns a pucca house anywhere in India, whether in his/her own name or jointly with any other person, and that this declaration is being made truthfully for the purpose of availing benefits under the Pradhan Mantri Awas Yojana (PMAY) or any other applicable housing scheme of the Government of India. The Allottee further undertakes that in the event this declaration is found to be false or misleading at any stage, he/she shall be solely liable for all consequences, including but not limited to cancellation of benefits, recovery of subsidy amounts, and any other legal action as may be initiated by the concerned authorities. The Allottee (including spouse and unmarried children) has not previously availed PMAY or similar housing benefit;

- 10.2 The Allottee hereby declares and confirms that all documents, information, and particulars submitted by him/her along with the application for allotment are true, correct, and genuine to the best of his/her knowledge and belief, and have not been fabricated, altered, or suppressed in any manner whatsoever. The Allottee further undertakes to indemnify and keep indemnified the Builder against any loss, liability, or legal consequences arising out of or in connection with any misrepresentation, concealment, or falsification of such documents or information at any stage.
- 10.3 The Allottee hereby acknowledges and understands that any false representation, misstatement, or concealment of material facts made in the application or in any document submitted in connection therewith shall constitute a breach of the terms and conditions of allotment. The Allottee further agrees that such false representation, if discovered at any stage, may lead to the cancellation of the allotment without any refund or compensation, and may also result in legal proceedings including recovery of any subsidy, benefit, or amount wrongfully availed, along with applicable interest and penalties, as per law.
- 10.4 The Allottee hereby agrees and undertakes to promptly inform the Builder and/or the competent authority in the event of any change in his/her eligibility status under the applicable housing scheme, including but not limited to acquisition of a pucca house, change in income category, or any other factor affecting the eligibility criteria. The Allottee acknowledges that failure to disclose such changes may result in cancellation of allotment, withdrawal of benefits, and any other action as may be deemed appropriate by the Builder or the concerned authority under applicable laws.

## **11. INFRASTRUCTURE SERVICES AND DEFICIENCY:**

The Allottee acknowledges and agrees that the Builder shall be responsible only for the development and provision of internal services and infrastructure strictly within the boundaries of the Project, such as internal roads, landscaping, internal water supply lines, sewerage network, and internal electrical distribution systems, and that too in accordance with the layout plans and building plans duly sanctioned by the competent authority. It is clearly understood and accepted by the Allottee that all external civic amenities and infrastructure, including but not limited to main approach roads, external water connections, sewerage disposal systems, power supply from government or public utility agencies, and other such facilities outside the Project land, fall exclusively within the jurisdiction and responsibility of the respective Government departments, statutory authorities, or service providers. The Builder shall not, at any stage, be held liable or accountable for any delay, non-availability, deficiency, disruption, or inadequacy in the provision or maintenance of such external services or

amenities. The Allottee further undertakes that he/she shall not raise any grievance, claim, or dispute against the Builder in relation to the same and shall not withhold any payments or delay possession on account of such external factors which are beyond the control and scope of the Builder.

## **12. FORCE MAJEURE:**

The Builder shall not be held responsible or liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control including, but not limited to, acts of God, floods, earthquakes, fire, explosion, war, acts of terrorism, strikes, lockouts, pandemics, governmental restrictions, court orders, civil commotion, shortage or unavailability of materials, or any other force majeure events declared by the Government or relevant statutory authorities. In the event of such force majeure circumstances, the Builder shall be entitled to a reasonable extension of time for completion of the Project and delivery of possession of the Said Apartment. The Builder shall notify the Allottee in writing of the commencement and cessation of any such event. If the force majeure event continues for more than twelve (12) months, either Party may, by written notice, terminate this Agreement and in such event, the Allottee shall be entitled only to a refund of the amount paid (without any interest, compensation, or damages), subject to recovery of any dues or taxes already paid or incurred.

## **13. COMPLIANCE WITH LAWS & APPROVALS:**

The Allottee agrees and undertakes to comply with all applicable laws, rules, regulations, notifications, and guidelines issued by the Central Government, the State Government, the Ghaziabad Development Authority (GDA), and any other competent authority in relation to the Said Apartment, the Project, and the PMAY Scheme. The Allottee further agrees that any usage, occupation, modification, or assignment of the Said Apartment shall be strictly in accordance with the applicable norms and conditions imposed by the authorities from time to time.

The Builder declares that all necessary permissions, approvals, and sanctions from competent authorities have been obtained for the Project as per prevailing laws. However, the Allottee agrees that in the event of any revision, modification, or revocation of such approvals by the authorities due to reasons beyond the control of the Builder, the Allottee shall not hold the Builder liable for any resulting consequences or delay, provided that the Builder has acted in good faith and with due diligence.

## **14. ENTIRE AGREEMENT:**

This Agreement, together with the Allotment Letter, application form, PMAY guidelines, GDA norms and subsequent Conveyance Deed shall constitute the entire understanding between the Parties and supersede all prior

discussions, representations, correspondences or understandings, whether oral or written. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

**15. DISPUTE RESOLUTION:**

All disputes and differences arising out of or in connection with this Agreement shall be first attempted to be resolved through mutual negotiations and failing which through arbitration governed by the Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be Ghaziabad and language shall be English.

**16. GOVERNING LAW & JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of India and the State of Uttar Pradesh. The courts at Ghaziabad shall have exclusive jurisdiction over disputes arising out of or in connection with this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in full understanding of their respective rights and obligations.

**For Builder**  
**SGS Construction & Developers Pvt. Ltd.**

Authorized Signatory

**For Allottee**

(Signature of Allottee)

**WITNESSES:**

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*Disclaimer: This Agreement to Sale is subject to the requirements, terms, and conditions as may be prescribed or modified by the Ghaziabad Development Authority (GDA) from time to time including but not limited to the requirement of execution.*

