ANNEXURE 10-A: **AGREEMENT TO SELL**

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT _____ ON THIS ____ DAY OF _____ 2017,

BETWEEN

M/s _____ through its director Mr. _____ (Aadhar no._____) S/o Sh. _____ of the First, hereinafter called the "VENDOR"

AND

[*If the Allottee is a Company*]

M/s _____ through its director _____

(Aadhar no._____) of the second Part, hereinafter called the "VENDEE".

(The expression and words of the vendor and vendee shall mean and include their legal heirs, successors, assigns, nominees, executors, administrators and legal representatives respectively).

[*If the Allottee is a Company*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business atb_____, (PAN _____) resented by its authorized partner, _____, (Aadhar no._____) authorized vide _____, hereinafter referred to as the "Allottee"
(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, assignees, including those of the respective partners)

[OR]

[*If the Allottee is an Individual*]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____ aged about, _____ residing at _____, (PAN_____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

For Dhanraj Builders (Consortium)

Ramesh

Member-1

Lead Member

WHEREAS the vendor aforesaid is the lawful owner/allotted and in possession of **Commercial/Residential Plot bearing No.: _____** Situated in **"Shaurya Nagar" under PM Awas Yojna**, Village Ghanghora Pipriya, Bareilly U.P, measuring appx. 13330 **Sq. Mt.**, duly approved by Bareilly **Development Authority,** vide sanction Letter No.: **9714 मा./का.बी.डी.ऐ./2018** dated **1-03-2019** hereinafter referred to as the PROPERTY.

AND WHEREAS the VENDOR aforesaid is desirous to sell the said property in favor of the Vendee at the total sale consideration of **Rs._____/- (Rupees _____ only)** and the vendee has also agreed to purchase the same for this amount.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the total sale consideration of the said Residential/Commercial Plot No. _____ of **"Shaurya Nagar" under PM Awas Yojna**, Village Ghanghora Pipriya, Bareilly U.P, has been settled as **Rs. _____/-**(Rupees _____only) between both the parties.

2. That the VENDOR aforesaid has received a sum of **Rs. _____/-** (Rupees _____only) from the VENDEE, the receipt of which the VENDOR hereby acknowledges. The Payment thus made in the following manner:

PAYMENT SCHEDULE

Date	Instrument Type	Instrument No.	Amount
TOTAL			

3. That the time is the essence of the contract and the VENDEE agrees to pay the balance amount on or before_____ to the VENDOR as per the following payment plan/schedule:

SN	Stage Name	Amount

For Dhanraj Builders (Consortium)

Ramesh

Member-1

Lead Member

4. That the Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by the way of GST, Value Added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handling over of the possession of the Plot.

5. That the Total Price is escalation-free, save and except increases which the VENDEE hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.

6. That the VENDOR has assured the VENDEE that the above said property is free from all sorts of encumbrances such as mortgage, transfer deeds, sale/agreement, pledge, lien, gift, exchange, attachment, dispute, loan, litigation, injunction and decree of any Court of Law, and if proved otherwise the Vendor shall be liable and responsible for the same and the VENDEE shall have the rights to recover the entire amount from the Vendor.

7. The VENDOR agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The VENDOR, based on the approved plans and specifications, assures to hand over possession of the Plot on or before_____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and stoppage of project due to any order passed by any competent court and authority affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the VENDEE agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The VENDEE agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions then this allotment shall stand terminated and the Promoter shall refund to the VENDEE the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the VENDEE, VENDEE agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8. The VENDEE shall have the right to cancel/withdraw his allotment in the Project as provided in Act: Provided that where the VENDEE proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit

For Dhanraj Builders (Consortium)

Member-1

Lead Member

the booking amount paid for the allotment. The balance amount of money paid by the VENDEE shall be returned by the promoter to the VENDEE within 45 days of such cancellation.

9. In case of default on part of any of the parties, the suffering party shall be entitled to interest from the other party as per the provision provided in the Real Estate and Development Act.

10. That the VENDOR or RWA or Maintenance agency reserves the right of Maintenance and same shall be charged as per the rules of the society/housing, which VENDEE hereby agrees to pay.

11. That the expenses to be incurred on stamp duty, registration fee and other legal expenses i.e. Transfer Deed/Sale Deed shall be borne by the VENDEE only.

12. That upon payment of full consideration as above, the VENDEE shall have the tights to get the Sale Deed of the said property in his/her own favor for which the VENDOR has got no objection.

13. That this transaction has taken place at Ghaziabad. As such, Courts of Ghaziabad or as provided in the Real Estate and Development Act shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Agreement to Sale.

IN WITNESS WHEREOF, The VENDOR and the VENDEE aforesaid have set their respective hands on this AGREEMENT TO SELL on the _____ **day of** _____**20**__ in the presence of the following witness.

VENDOR **VANDEE**

Witness

For Dhanraj Builders (Consortium)

Member-1 Lead Member

संलग्नक–7 ब

अभिकरण का नाम : .....

पता : .....

विशेष पंजीकरण

प्रधानमंत्री आवास योजना (शहरी)– सबके लिए आवास भागीदारी में किफायती आवास घटक तथा पी0पी0पी0 योजना के अन्तर्गत स्कीम में पंजीकरण हेतु आवेदन–पत्र

पंजी0 सं0:..... फार्म संख्या.....

(केवल कार्यालय प्रयोगार्थ)

वर्तमान कलर फोटो हस्ताक्षर सहित

1. आवेदक का नाम .....
2. पिता/पति का नाम .....
3. केन्द्र सरकार/सूडा/डूडा/नगर निगम/नगर पालिका में पंजीकरण प्रमाण–पत्र की संख्या .....
4. आधार नम्बर .....
5. मोबाईल नम्बर .....
6. लिंग (पुरूष–01, महिला–02, उभयलिंगी–03)
7. धर्म:–
   हिन्दू–01, मुस्लिम–02, इसाई–03, सिक्ख–04, जैन–05, बौद्ध–06, पारसी–07, अन्य–08 (उल्लेख करें) कोड संख्या
8. जाति:–
   सामान्य–01, अनुसूचित जाति–02, अनुसूचित जनजाति–03, अन्य पिछड़ा वर्ग–04, अन्य वर्ग–05 कोड संख्या
9. आवेदक की बैंक का ब्यौरा:–
   क–बैंक और शाखा का नाम :– ————————
   ख–बैंक खाता संख्या :– ————————
   ग–बैंक का आई.एफ.एस. कोड संख्या :————————
10. क्या आवेदक विकलांग है (हॉ/नही)
11. वैवाहिक स्थिति :–
    (विवाहित–01, अविवाहित–02, एकल महिला/विधवा–03) कोड संख्या
12. भवन आवंटन हेतु योजना कोड वरीयता कम में अंकित करे।

संलग्नक–निम्न प्रमाण पत्रों की स्व–हस्ताक्षरित छायाप्रति।

आरक्षण विशेष का प्रमाण–पत्र (जिलाधिकारी द्वारा निर्गत), केन्द्र सरकार/सूडा/डूडा में पंजीकरण प्रमाण–पत्र, आधार कार्ड की प्रति तथा सक्षम प्राधिकारी द्वारा निर्गत विकलांगता/दिव्यांगता प्रमाण पत्र की प्रति।

(लाभार्थी/आवेदक)

हस्ताक्षर/अंगूठा
पत्राचार का पूर्ण पता
मोबाइल-नम्बर–