

AGREEMENT TO SELL

This Agreement to Sell & Purchase is made at New Delhi on the
..... between:-

M/s. Khatushyam Projects Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at 1540/III (PVT.) , NO. 105 , FIRST FLOOR ,KUCHA KACHA BAGH , SPM MARG ,DELHI -110006 CIN of the Company is

U70109DL2006PTC151497 through its Authorized Signatory **Mr.**
..... **(Aadhar No.**
.....(hereinafter referred to as the
“**SELLER/FIRST PARTY** ”, duly authorized to execute this
Agreement to Sell on behalf of the Seller vide Board Resolution
dated, (the Seller hereinafter referred to as the
“**SELLER/FIRST PARTY**) .

Mr. /Mrs. **(Aadhar No.**
.....) **S/O /W/o Sh.**
.....**R/**.....
..... **(hereinafter called as the ALLOTTEE/**
SECOND PARTY .

The expressions of FIRST PARTY and SECOND PARTY
wherever they occur in the body of this agreement shall include and
mean their respective legal heirs, executors, administrators,
attorneys and assignees unless and until it is repugnant to the
context or meaning thereof.

Whereas the Seller has purchased land and has obtained licence no.
55 of 2017 dated 21.07.2017 from the Director, Town and Country
Planning, Haryana for development of Affordable Residential
Plotted Colony (under Deen Dayal Jan Awas Yojna -20163) under
the Haryana Development and Regulation of Urban Area Act 1975
and the rules 1976, made thereunder for the promotion and
development of residential colony known as “**Shyam Villas** ” at
Sector 24 , in the revenue estate of village Garhi Alawalpur ,
Dharuhera, Distt. Rewari (Haryana) (hereinafter referred to as “**the**
colony”).

And whereas the seller is lawful owner and in actual, peaceful physical possession of land admeasuring 5.4375 acres as stated in the licence no. 55 of 2017 and otherwise well and sufficiently entitled to sell the said plot of land forming part of the approved lay-out of the colony.

AND WHEREAS the Seller are in full and absolute possession and otherwise well and sufficiently entitled to sell the Plot forming a part of the approved layout plan of the Said Colony.

AND WHEREAS no one except the Seller has any interest, right or claim of any kind on the Plot, which as on date is free from all encumbrances, legal disputes etc. and the Seller have entirely unrestricted right and power to convey, assign, transfer, alienate and sell the same.

AND WHEREAS the Seller after completion of development work of the Colony have obtained completion certificate from the Director, Town and Country Planning, Haryana vide Memo No.
.....dated

AND WHEREAS the Allottee(s) is/are desirous of purchasing a residential plot having No., measuring **Sq. Yd.** (.....**Sq. Mtr.**) in the said “**Shyam Villas**”, at Garhi Alawalpur, Sector-24, Dharuhera , Distt. Rewari (Haryana).

AND WHEREAS, The First Party, relying on the confirmations, representations and assurance of the said Allottee (s) to faithfully abide by all the terms and conditions stipulated in this agreement to

sell has accepted in good faith his/her request for purchase of said plot and now willing to enter into this Agreement .

AND NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER

1. That the First Party has agreed to sell the said property to the second party at the total consideration of Rs./-**(RupeesOnly)** .
2. That the Second Party at the time of execution of this Agreement has paid an advance money of Rs/- **(Rupees Only) vide Cheque No. "....." dated drawn on** to the First Party as an earnest money against the said property, receipt of the same has been duly acknowledge by the First Party.
3. That the balance consideration amount of **Rs./- (Rupees Only)** . shall be paid by the second party to the first party on or before by way of Cheque or demand draft/RTGS as may be agreed between parties mutually at the time of registration of the sale deed of the said property .

And whereas the Second Party has agreed to purchase and Register the said property from the First Party, on the assurances extended there to.

NOW THIS AGREEMENT TO SELL FURTHER WITNESSETH AS UNDER

1. That the first party/seller has represented that the said property is free from all sorts of encumbrances, lien, mortgage, acquisitions, charges etc. with any other third party.

2. That the first party has also represented that the aforesaid property is also not a subject matter of any dispute pending in any court of law, before any Commission, Forum, Tribunal etc. and the seller alone shall be held liable for any short coming that may be there and shall indemnify the buyer against any such loss that may cost to them on account of any such short coming/litigation.
- 3 That all taxes, charges ,interests, penalty, and any bill upto the date of the execution and Registration of the sale deed of said property shall be paid by First party.
- 4 That all the expenses in respect of registration of Sale Deed / Attorney documents, Stamp Duty, Registration Charges and other Misc. expenses necessary for the execution and registration of the sale deed by the concerned authorities in favour of the second party shall be borne by the Second Party.
- 5 That all the original documents pertaining to the said property and shall be handed over by the seller to the buyer or their bankers at the time buyer or their bank pays the total consideration of the said property as agreed to be paid to the first party at the time of Registration of the sale deed of the said property. The possession of the property shall be handed over to the Second Party by the First Party on execution and Registration of the sale deed of the said property in favour of the second party by the First Party . The First Party has given the Photocopies of all the documents pertaining to the Said Property to the Second Party at the time of execution of this Agreement to Sell .
- 6 That if the FIRST PARTY fails to get the property registered in favour of the SECOND PARTY due to any reason on or before except condition mutually agreed and reduced in to writing ,then the SECOND PARTY shall have a right to get the property registered in its favour through court of law after paying full consideration amount.

- 7 That it is agreed that in the event of default by the Second Party in making payment of the balance consideration till due date i.e. or on the day mutually agreed to Register the property to Second party, in that event the First Party shall be entitled to forfeit the advance money without any further notice or correspondence and in that case second party cannot claim the advance money from the first party.
- 8 That the seller also undertakes that no any agreement has been entered into with any other party and also shall not be entered upto the date of Registration of sale deed of the said property . The first party will relinquish and shall be treated as relinquished of all their rights on the property, once the property is Registered in the name of the buyer after payment of entire consideration amount.
- 9 That Successors and Permitted Assigns Each provision of this agreement shall extend to, bind and insure to the benefit of FIRST PARTY and SECOND PARTY and their respective successor/s and permitted assigns; and all references herein to FIRST PARTY and SECOND PARTY shall be deemed to include all such parties.
10. That the law courts at Rewari shall have exclusive jurisdiction to settle any dispute arising under this Agreement.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF FOLLOWING WITNESSES:

WITNESSESS

1. **First Party**

2. **Second Party**

DRAFT ALLOTMENT LETTER

TO,

Date:

MR/MRS.

R/O.,

.....

.....

DEAR SIR/MADAM

WE ARE PLEASED TO ALLOT YOU A RESIDENTIAL PLOT IN OUR TOWNSHIP “**SHYAM VILLAS**” AT GARHI ALAWALPUR, SECTOR-24, DHARUHERA, DISTT. REWARI, HARYANA AS PER DETAILED HERE IN BELOW:

AREA :Sq. Yd. (..... Sq. Mtr.)

PLOT NUMBER :

TOTAL COST OF PLOT :/-

THANKING YOU

YOURS FAITHFULLY

For: KHATUSHYAM PROJECTS PVT.LTD.

(AUTH. SIGNATORY)