

### **AGREEMENT TO SELL**

This Agreement to Sell & Purchase is made at New Delhi on this day .....of ..... **2023** between:-

**M/s. Dwarkadhis Buildwell Pvt. Ltd.,** a Company incorporated under the Companies Act, 1956 having its registered office at C/o.

N.K. Jain Advocate, Naya Bazar, Bhiwani (Haryana) – 127021, through its authorised person **Mr. ....** (**Aadhar No. ....**) (hereinafter referred to as the “**Vendor**”) which expression unless the subject or context otherwise requires shall include its successors and permissible assigns, administrators etc., and **M/s S.K.G. Estate Pvt. Ltd.** , having its office at AP-87, Shalimar Bagh , Delhi -110088 (hereinafter referred to as the “**Confirming Vendor**”, which expression unless the subject or context requires otherwise shall include its successors, and assigns) and acting through its Authorized Representative **Mr. ....** , duly authorized to execute this conveyance deed on behalf of the Vendors vide Board Resolution / Attorney dated ....., (the Seller and **Confirming Sellers** are hereinafter collectively referred to as the “**SELLERS/FIRST PARTY** ) .

**AND**

**MR./MRS. ....S/O/ W/O ....**  
**R/O .....(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** along with its Co-licencee namely **S.K.G. Estate Pvt. Ltd.** have purchased lands and have obtained Licences No. 70 of 2017 from the Director, Town and Country Planning,

Haryana for development of Affordable Residential Plotted Colony (under Deen Dayal Jan Awas Yojna -2016) 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 **“Dwarkadhis City”** at Sector 23 , in the revenue estate of village Maheshwari, Tehsil Dharuhera , Distt. Rewari (Haryana) (hereinafter referred to as **“the colony”**).

**And whereas** the sellers are lawful owners and in actual ,peaceful physical possession of land admeasuring 6.7125 acres as stated in the Licence No. 70 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 has entered into arrangements with its Co-licencee to develop the entire land collectively and to allot and to sell different properties / units / plots of various sizes and dimensions, as such or built upon in the said colony and to realize the sale consideration thereof from the Vendees / Buyers .

**And Whereas** pursuant to the aforesaid arrangements, the Co-licencee with Dwarkadhis Buildwell Pvt. Ltd. being the Confirming Vendor have passed Board resolution in favour of the Dwarkadhis Buildwell Pvt. Ltd., and pursuant to the aforesaid Board resolution, the Confirming Vendor / Co-licencee has authorized the seller to develop the colony and to sell and allot the Plot (s) of the Said Colony and to receive and retain the entire sale consideration from the Vendee(s) and acknowledge and issue effective receipt and discharge the same.

**AND WHEREAS** the sellers 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 sellers 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 Vendors have entirely unrestricted right and power to convey, assign, transfer, alienate and sell the same.

**AND WHEREAS** the sellers after completion of development work of the Colony have obtained completion certificate from the Director General, 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 “ Dwarkadhis City” , Sector-23 , Dharuhera.

**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 PLOT to the second party at the total consideration of **Rs. ..../-**  
**(Rupees ..... only).**
2. That the Second Party at the time of execution of this Agreement has paid the entire amount of **Rs. ..../-**  
**(Rupees .....only)**  
**through online transfer dated ..... &**  
**.....to the First Party against the said**  
**property, receipt of the same has been duly acknowledge by**  
**the First Party.**

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 the First Party has allotted the said Plot to the Second Party vide Allotment Letter dated ..... and handed over the original Allotment Letter to the Second Party and Second Party acknowledge the same .
- 6 That if the FIRST PARTY fails to get the property registered in favour of the SECOND PARTY due to any reason 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 .
- 7 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 .

- 8 That the Allottee(s) shall furnish his complete address, at the time of execution of this Agreement. It shall be responsibility of the Allottee(s) to intimate any change in the address , at the earliest . In case , the Allottee(s) fails to do so , all communications sent at the previous address so available with the First Party ,shall be deemed as due service .
- 9 That , the Allottee(s) , shall not use or allow to use ,the Said Plot for any non -residential purposes or any such activity that may cause nuisance to other Allottee(s) /occupants of the neighboring plots. etc.
- 10 That , the Allottee(s) shall not carry out Fragmentation/sub - division of the said Plot , under any circumstances , filing which the Allottee(s) shall be solely and exclusively liable for all consequences arising there from .
- 11 That if the Allottee(s) is inclined to or wants to obtain the facility of financing by the financial agency , if no finance facility is provided by the financial agency , it will be no ground for revoking the Agreement to Sell .
- 12 That, this Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous agreements, if any . between the parties concerning the allotment of this plot , whether oral or implied . Any variation

in any of the terms thereof, except under the signature of the constituted attorney of the First Party, shall not be binding on the First Party.

13 The First Party shall have first lien and charge on the Said Plot, for all its dues and or that may hereafter become due and payable by the Allottee(s) to the First Party under this Agreement.

14. That the name of the Township is **“DWARKADHIS CITY”** Sector -23 , Dharuhera , Which shall not be changed under any circumstances . The Allottee(s) agree to use the word **“DWARKADHIS CITY”** as necessary suffix or prefix from their correspondence address.

15. 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.

16. 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**