

DELHI DEVELOPMENT AUTHORITY
AGREEMENT FOR SALE
(For a DDA FLAT)

THIS AGREEMENT made this..... Day of.....Two Thousand Fifteen, by and between :

Delhi Development Authority, a statutory authority constituted by the Central Government under section 3 of the Delhi Development Act,1957 (hereinafter called "**DDA**" which expression shall, unless the context requires another and different meaning included its successor and assigns) of the one part;

and

Mrs./Mr/ Miss.....wife/son daughter of
Sh.
r/o.....(hereinafter called "**the allottee /vendee**" which expression also mean and include her /his heirs, executors, administrators, representative and assigns, expect when the context requires another and different meaning of the other part.

Whereas

- 1.) DDA floated a housing scheme known as "**DDA Housing Scheme 2014**" for the general public as per detailed terms and conditions mentioned in brochure of the Scheme ("**Scheme Brochure**") pursuant to the DDA (Management and Disposal of Housing Estate) Regulations 1968, framed under the Delhi Development Act, 1957, and invited applications for allotment of the flats, the type and location whereof were specifically mentioned in the Scheme Brochure.
- 2.) The allottee/vendee after having fully understood the terms and conditions for allotment contained in the Scheme Brochure and also after having been satisfied about his eligibility vide her/his application number.....dated.....applied for allotment of a HIG/MIG/LIG/Janta/EWS flat and deposited a sum of Rs..... being the application money for allotment of the said flat vide pay order no..... dated..... for a sum of Rs..... Drawn on.....

- 3.) In the draw held on the application number.....of allottee/vendee was declared successful for allotment of a HIG/MIG/LIG/Janta/EWS flat and accordingly after verification of all the original documents of the allottee/vendee an allotment letter no..... dated..... for allotment of specific flat no..... in the locality namely..... was issued to the allottee/vendee for a total cost of Rs..... out of which the allottee/vendee is required to pay 90% besides completion of other formalities before execution of agreement to sell in respect of the said flat.
- 4.) The terms and conditions of the Housing Scheme 2014, as contained in the Scheme Brochure, **inter alia**, provide that upon receipt of 90% payment of the cost of the said Flat, and upon completion of other formalities, DDA will execute an Agreement to Sell in favour of the successful allottee/vendee.
- 5.) The allottee/vendee has made 90% payment and the applicable interest (in case of delay in payment in respect of the said flat allotted by DDA in the following manner, has completed the requisite formalities and has requested DDA for execution of the Agreement to Sell in her/his favour.....
.....
- 6.) DDA after verification of the aforesaid payment and completion of the requisite formalities has acceded to the request of the allottee/vendee.

NOW THESE PRESENTS WITNESS, and on the mutual covenants herein contained, the parties hereto agree as follows:

- 1.) In consideration of receipt of a sum of Rs..... being the 90% of the total cost of flat no. in the locality of ("**the Flat**") DDA has delivered the physical possession of the Flat on.....
- 2.) The allottee/vendee acknowledges and agrees that the Flat is in good condition and all fixtures and fittings provided in the Flat are in good working condition.
- 3.) DDA shall not entertain any claim with respect to the condition of the Flat and/or the fixtures and fittings therein after execution of this Agreement to Sell.
- 4.) The allottee/vendee undertakes and agrees not to transfer or otherwise part with the possession of the whole or any part of the Flat without execution of the Conveyance Deed. The allottee/vendee further agrees that in the event of sale/transfer of the Flat being made by him/her without execution of Conveyance Deed, such sale/transfer shall not be recognized by DDA and the allotment of the Flat will be cancelled and possession will be resumed.
- 5.) The allottee/vendee agrees that the terms and conditions contained in Housing Scheme 2014, the Scheme Brochure and the allotment letter dated shall form an integral part of this Agreement and shall at all times be binding upon the allottee/vendee.
- 6.) The allottee/vendee shall at all times abide by the provisions contained in DDA (Management and Disposal of Housing Estate) Regulations 1968 and any amendments/modification made in the said regulations from time to time.
- 7.(i) After completion of a period of 5 (Five years), or 15 (fifteen) years in the case of allotment in favour of any reserved category from the date of handing over of physical possession of the Flat as stated above, the allottee/vendee shall submit a request in writing to DDA for execution of a Conveyance Deed in her/his favour.

- (ii) Upon receipt of such request from the allottee/vendee, DDA will execute a Conveyance Deed in the prescribed format transferring the title of the Flat in favour of the allottee/vendee as per law, subject to the receipt of balance 10% (ten percent) cost/consideration, interest, if any, and conversion charges and all other dues, provided the allottee/vendee has not in any manner sold, transferred or alienated the whole or any part of the Flat by any agreement of whatsoever nature and parted with possession thereof.
- (iii) DDA will execute the Conveyance Deed within a period of 90 days in the prescribed format upon receipt of the request and subject to receipt of balance consideration, applicable interest, if any, payment of all charges/fees and completion of the requisite formalities in all respects, as mentioned above.
- 8) The expenses of stamp-duty payable at the time of execution of Agreement to Sell and the Conveyance Deed shall be borne exclusively by the allottee/vendee.
- 9) The allottee/vendee shall be entitled to mortgage the Flat to any approved institution as mentioned in the Scheme Brochure, without prior permission of DDA, but shall submit an intimation to the concerned Dy. Director (Housing) regarding creation of mortgage/the institution concerned, with the supporting documents for the record of DDA.
- 10) **Any dispute shall be subject to the jurisdiction of Delhi Courts only.**

In witness whereof the parties hereto have signed this Agreement to Sell in presence of the following witnesses on the date, month and year mentioned above.

Witness

DDA

Allottee/vendee