

That the First Party -Vendor has assured the Second Party purchaser that the property agreed to be sold to the second party by virtue of this agreement is free from all sorts of encumbrances mortgage, gift, sale, lien, attachment, pledge, hypothecation, prior agreement (s) lease, court decree(s), injunction(s), acquisition (s) requisition(s) etc and if any defect is found in the title of first party in respect of the said property at a later stage first party shall be responsible exclusively for all costs, expenses, damages of the second party which the second party can recover from the person and other properties of the first party by attachment and sale of the same in open auction.

7 That the seller will take the Transfer permission letter/NOC from the concerned authority, in respect of above said property in favour of purchaser/vendee, and the seller shall pay all the dues, charges, taxes, etc. regarding the above said property in the concerned department/ Authority.

IN WITNESS WHEREOF the parties have put and subscribed their hands and signatures on this agreement after having gone through the terms and conditions of the same in token of its correctness, on the day, month and year herein before written in presence of the following :-

WITNESSES:-

1.

VENDOR/FIRST PARTY

2.

PURCHASER/SECOND PARTY

AGREEMENT TO SELL

THIS DEED OF AGREEMENT TO SELL is made at DELHI on this 16th FRIDAY day of AUGUST 2024 by and between:-

IRVINE ANTHONY D'SOUZA, AGE 55 YEAR, D/O ANTHONY D'SOUZA RESIDENT OF L.B SHASTRI MANSI, BEHIND HOEC BANK, A-6, CYNARRA CO-OP HSG SOCIETY, GARDEN ROSE COLONY, KURLA WEST, KURLA MUMBAI, MAHARASHTRA-400070 (hereinafter called the VENDOR) of the first party which expression shall include respective heirs, assignees, legal representative

AND

SUSHAM GOUR, AGE 31 YEARS, S/O SHYAM SUNDER GOUR RESIDENT OF GH-14, FLAT NO-909, PASCHIM VIHAR, NEW DELHI-110087 (hereinafter called the PURCHASER) of the Second party which expression shall include respective heirs, assignees, legal representative.

WHEREAS the First Party is the absolute and undisputed owner of Property FLAT NO-A-6, FIRST FLOOR, area measuring 44.15 Sq. Meters, A WING, CYNARRA CHSL, GARDEN ROSE COLONY, KURLA WEST, KURLA MUMBAI, MAHARASHTRA-400070 vide registered sale deed document no KRLS/17398/2021, dated 24/11/2021, registered in the office DEPARTMENT OF STAMP & REGISTRATION, MAHARASHTRA.

AND WHEREAS the First Party has agreed to sell the FLAT NO-A-6, FIRST FLOOR, area measuring 44.15 Sq. Meters, A WING, CYNARRA CHSL, GARDEN ROSE COLONY, KURLA WEST, KURLA MUMBAI, MAHARASHTRA-400070, to the Second Party and the Second Party has agreed to purchase the same for a total sale consideration of INR. 1,08,00,000/- (ONE CRORE EIGHT LAC only) On the following terms and conditions :-

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the Second party has paid a sum of 2,00,000/- (TWO LAC only) as an earnest money/part payment out of total sale consideration of INR. 1,08,00,000/- in cash dated 29/07/2024 to the first party, the receipt of which first party hereby acknowledges and the balance of INR. 1,06,00,000/- will be received at the time of execution and registration of Sale Deed of the said property/Plot by the first party from the second party.
3. That if the first party fails to execute and get sale deed registered in favour of the second party or his/her nominee as the case may be on or before the above stipulated date on receipt of balance sale consideration as per terms of this agreement specifically enforced through court of law at the sole risk cost and expenses of first party vendor and the first party shall also be liable to pay to the second party the liquidated damages.
4. The second party has a right to get the sale deed of the said property executed and registered in favour of any person(s) for which the first party shall have no objection. However all the expenses of the sale Deed shall be borne by the purchaser.
5. The vendor shall hand over all the concerned documents, title deeds, and other revenue records and receipt etc. of the said property to the purchaser-Second Party along with the actual Physical and vacant possession, at the time of execution and registration of the sale Deed.

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AND

SHUBHAM GOUR AGE 31 YEARS S/O SHYAM SUNDER GOUR RESIDENT OF GH-14, FLAT NO-909, PASCHIM VIHAR, NEW DELHI-110087 (hereinafter called the PURCHASER) of the Second party which expression shall include respective heirs, assignees, legal representative.

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