

AGREEMENT TO SELL

THIS Agreement to Sell is made here at New Delhi on this day of October 2021.

BETWEEN

(1) MRS. RANJANA KUMAR, resident of C-43, First Floor, Greater Kailash Part-I, New Delhi-110048 **(2) MRS. RASHMI GAUR**, resident of 1101, Ambrosia, Hiranandani Gardens, Powai, Mumbai, Maharashtra-700076 and **(3) MEETA CHOPRA**, resident of E-213, East of Kailash, New Delhi-110065, all daughters of Late Shri M.L. Chopra, (hereinafter called the "Vendors") of the one part.

AND

MRS. BULA SAHA W/o Subroto Sinha R/o K-2015, First Floor, Chittaranjan Park, New Delhi-110019 (hereinafter called the "Vendee") of the other part.

THE expression of the terms Vendors and Vendee wherever they occur in the body of this Agreement shall mean and include their legal heirs, legal representatives, successors, administrators and assignees unless and until it is repugnant to the context or meaning thereof.

WHEREAS the Vendors are the absolute, legal owner and in lawful Possession of **ENTIRE FIRST FLOOR COMPRISING OF THREE BEDROOMS WITH ATTACHED BATHROOMS, DRAWING/DINING, KITCHEN, FRONT AND REAR BALCONIES, ONE SERVANT QUARTER WITH COMMON TOILET ON THE TERRACE OF THE SECOND FLOOR IN/OF PROPERTY BEARING NO.K-2101, CHITTARANJAN PARK, NEW DELHI-110019**, area measuring 160 Sq. Yards, alongwith proportionate, undivided, indivisible and impartible ownership/leasehold rights in the land underneath with electricity fittings and connection, water fittings and connection, other interior fittings and fixtures installed therein, with all rights, title, interest, ~~easements, privileges and appurtenances thereto~~, with all rights in common entrance, passage, staircase, and other common facilities and amenities provided therein, with one separate water tank on terrace.

AND WHEREAS the Vendors hereby have agreed to sell the **ENTIRE FIRST FLOOR COMPRISING OF THREE BEDROOMS WITH ATTACHED BATHROOMS, DRAWING/DINING, KITCHEN, FRONT AND REAR BALCONIES, ONE SERVANT QUARTER WITH COMMON TOILET ON THE TERRACE OF THE SECOND FLOOR IN/OF PROPERTY BEARING NO.K-2101, CHITTARANJAN PARK, NEW DELHI-110019**, area measuring 160 Sq. Yards, alongwith proportionate, undivided, indivisible and impartible ownership/leasehold rights in the land underneath with electricity fittings and connection, water fittings and connection, other interior fittings and fixtures installed therein, with all rights, title, interest, easements, privileges and appurtenances thereto, with all rights in common entrance, passage, staircase, and other common facilities and amenities provided therein, with one separate water tank on terrace, (hereinafter called the "Said Portion of the Said Property") unto the Vendee for a total consideration of Rs.

AND WHEREAS the Vendee has agreed to purchase the same from the Vendors on the following agreed terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1. That the entire consideration amount of the rights, interests, liens and titles of the Vendors in the "Said Portion of the Said Property" is fixed between the parties at Rs. _____ and the Vendors and the Vendee hereby confirms and acknowledges out of which the Vendors have received a sum of as advance Money in the following manner :-

| S.NO | CHQ/P.O. NO. | DATE | AMOUNT (Rs.) | DRAWN ON |
|------|--------------|-------|--------------|----------|
| 1 | | | | |
| 2 | cash | | | |
| | | Total | | |

from the Vendee and the Vendors hereby confirms and acknowledges having received the same.

2. That the Balance payment of Rs _____ will be paid on or before _____ and the clear and unrestricted possession will be given to the Vendee/ nominee by the Vendors at the time of taking full and final payment from the Vendee/ nominee simultaneously with the registration of Sale Deed/GPA/Agreement to Sell.

3. That pending completing of the sale deed/Agreement to Sell/GPA/Will, the Vendors shall neither enter into any agreement of sale in respect of the "Said Portion of the Said Property" or any part thereof nor will in any manner create any charge, mortgage and/or deal with the "Said Portion of the Said Property" or enter into any arrangements in respect of the "Said Portion of the Said Property" with any other person/firm/entity.
4. That the expenses for execution of the Agreement to Sell/Sale Deed/Relevant Documents shall be paid by the Vendee/nominee only and the Vendors shall execute the said documents in favour of the Vendee/ nominee(s).
5. That the Vendors will pay and clear all dues like Electricity, IGL/PNG, Water, House Tax, etc. against the "Said Portion of the Said Property" at the time of getting the final payment before executing the documents.
6. That the sale consideration includes the consideration for electricity connections and water connections and the security deposits made with the concerned departments. The Vendee shall be entitled to get the existing electricity and water connections transferred in its favour along with the security deposit with Electricity and Water Departments in its favour.
7. That upon receipt of the balance sale consideration, the Vendors shall be left with no right, interest, claim or concern etc. of any nature with the "Said Portion of the Said Property" and the Vendee shall be fully entitled to use and enjoy the "Said Portion of the Said Property" with full right to receive, realize, recover and collect the rent and profit etc. thereof in any manner the Vendee likes, without any objection / hindrance by the Vendors or any other person(s) claiming through or on behalf of the Vendors.
8. That the Vendors will enable timely access to all necessary documents of the "Said Portion of the Said Property" to the Vendee for his/ her bank loan processes/ related requirements from now the Agreement to Sell and until the final payments/ registration of GPA/Agreement to Sell. The Vendors will handover all the necessary documents which are related to the "Said Portion of the Said Property" to the Vendee at the time of Final payment.

9. That the Vendors has assured the Vendee that the "Said Portion of the Said Property" is free from all sorts of encumbrances such as prior sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, and if it is proved otherwise the Vendors will be liable and responsible for all the damages sustained by the Vendee and will make good the same to the Vendee.
10. That the Vendors hereby declares and represents that the "Said Portion of the Said Property" is not subject matter of any HUF and/or Joint Hindu Family and that no part of the "Said Portion of the Said Property" is owned by any minor.
11. That the Vendors, assures and represents that except the Vendors nobody else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the "Said Portion of the Said Property".
12. That the Vendors further assures and represents that there is no subsisting agreement for sale in respect of the "Said Portion of the Said Property" and the same has not been transferred in any manner whatsoever in favour of any other person or persons.
13. That the time is the essence of this Agreement and both the parties shall adhere to the time period.
14. That if there be any difference or dispute between the parties on any matter arising hereunder or claimed so to rise, the same shall be referred to the mutually decided Arbitrator whose award/decision thereon shall be final and binding on the parties.
15. That the Vendee shall have full right to nominate or assign this agreement to sell in favour of any person or persons, be it firm, body corporate or association of person and the Vendors shall have no objection to it.

16. That if the Vendee makes default in the performance of any of the conditions to be performed by it under this agreement, then the Vendors shall be entitled to forfeit the whole of the earnest money and if the Vendors makes default in the performance of any of the conditions of this agreement, it shall pay double the amount of the Earnest money, by way of compensation to the Vendee for such default; and that the party not in default shall be further entitled at its discretion either to annul this agreement or to specifically enforce it, in addition to any remedy, like Specific Performance, that may be open to him in the Court of Law.
17. That the transaction has taken place at New Delhi and as such, Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.

IN WITNESS WHEREOF, the parties, hereto have set their respective hands on the date, month and year herein above first mentioned in the presence of the following witnesses.

WITNESSES :

VENDORS

1.

2.

VENDEE