

6. That the First Party assures the Second party that the aforesaid flat/property is free from all sorts of encumbrances such as prior sale, gift, mortgage, litigation and dispute, previous contact, power of attorney, will etc., and if this fact is found otherwise, then the First Party will be liable and responsible to indemnify the losses thus suffered by the Second Party.
7. That the Second Party will pay all the lease money, house tax, bills or any other dues and demands of the concerned authority(s) as and when demanded by the authorities concerned after the execution of this Agreement.

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8. That the second Party shall obtain all the permissions, necessary approvals to complete the sale transaction including the following:-
9. Permissions from the DDA to transfer the aforesaid flat/property in favour of the Second party or his/her/their nominee (s) at the cost and expenses of the Second party.
10. Permissions from the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 if required or in the alternative the First Party shall produce the necessary affidavit (s), declarations or prescribed performas.
11. Or any other permission that may be required to transfer the said Flat/Property in favour of the Second party at the time of the registration of the sale deed at his/her/their own cost except that the unearned increase, stamp duty, registration charges, conveyancing etc. shall be paid and borne by the Second Party and in that event the First Party shall not make any further claim, demand and objection whatsoever. But the First Party would provide necessary help, would provide necessary information and sign and execute required papers/documents if so required by the concerned authority to do all or any of the acts mentioned in point no.9.
12. That if in case the aforesaid flat is transferred/ registered in favour of the Second Party or the lease hold rights in respect of the aforesaid flat are declared as freehold due to change of Government policy, then the First Party shall have no right to object and shall not make any further claim, demand etc.
13. That the First party has also executed and have registered General Power of Attorney and special power of attorney(s) in favour of Shri./Smt./Kumari _____ Son/Daughter of Shri. _____ & (2) Smt. _____ & Resident of _____ and all the aforesaid documents shall not be revoked or cancelled by First Party any circumstances whatsoever.
14. That the First Party shall also be entitled to transfer the aforesaid flat/property to anybody else and First Party shall have no objection.
15. That till this date, no lease deed/sub-lease deed has been executed by the DDA and if in any case such documents is to be executed then the Second Party will get it registered through attorney on behalf of the First Party who shall sign all the necessary documents and shall obtain the documents for his/her/their own use.
16. That in case the First Party does not perform its part of the Contract then the Second Party shall be entitled to enforce this contract by way of specific performance the appropriate court at the risk and cost of the First party.
17. That all the dues, demands and outgoings prior to the date of execution of this agreement shall be paid and borne by the First Party and thereafter by the Second Party.
18. That it has been agreed upon by the parties that the First Party shall keep the Second Party indemnified and free from all losses/damages which may be suffered, incurred, undergone and/or sustained by the Second Party due to any act done in past or in future by the First Party in respect of the said membership/flat/property and the leasehold right of the land underneath it, and if the title of the property is found to be defective one.
19. That the Second Party shall have the full right of conversion of the said Flat from the lease hold to freehold and to make application, indemnity bond, undertaking, affidavit etc. to the concerned authorities for the same.
20. IN WITNESS WHEREOF BOTH THE PARTIES have subscribed their respective hands on these presence on the place, date, month and year first above mentioned in the presence of the following witnesses.

WITNESSES:

1.

FIRST PARTY

2.

SECOND PARTY

DISCLAIMER: These legal forms and documents are for reference only. Any agreement that you enter into, should be in consultation with a Solicitor or an Advocate. www.propertynow.in will not be responsible for any claim arising out of the use of any of the above mentioned documents.

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