

## AGREEMENT TO SELL

This Deed of **Agreement to Sell** is executed at New Delhi on this 16th day of February, 2023, by Sh. Sunny Gaur, S/o. Sh. Jaiprakash Gaur, R/o. Sports Villa 4, Jaypee Greens, Greater Noida (U.P.), hereinafter referred to as **First Party**.

In Favour of

M/s. Kanpur Fertilizers & Chemicals Ltd. Corporate Identification Number is (CIN) U24233UP2010PLC040828 having its registered office at Sector-128, Noida through Shri Alok Gaur, Jt.MD & CEO hereinafter referred to as the **Second Party**.

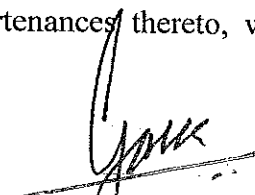
The terms and expressions of the **First Party** and **Second Party** shall mean and include them, their legal heirs, executors, successors, legal representatives, administrators, nominee and assignees.

Whereas, the **First Party** is absolute owner and in Possession of Entire First Floor of the Building, alongwith 33.33% undivided, indivisible and impartible ownership rights in the said plot of land alongwith the 33.33% share in the basement, terrace, parking and common areas measuring 1216 Sq. Yds. bearing No. A-9/27, situated at Vasant Vihar, New Delhi, all rights, title and interest, easements privileges and appurtenances thereto, with all fittings, fixtures, connections structure standing thereon, with all rights in common driveway, entrances, passages, staircase, basement and terrace and other common facilities and amenities provided therein, referred to as "THE SAID PORTION OF THE PROPERTY" for a total consideration of Rs. 28,00,00,000/- (Rupees Twenty Eight Crores Only). (hereinafter called the **Said Property** under sale) to the **Second Party** and who have agreed to purchase the **Said Property** out of which the **First Party** has received a sum of value amounting to Rs. 7.50.00.000/- (Rupees Seven Crore Fifty Lac only) as earnest/advance money from the **Second Party** payment details of which are outlined in the Agreement as below.

And whereas the **Said Property** is of the **First Party** and the **First Party** has unrestricted rights to sell the same.

And whereas the **First Party** for their bonafide needs and commitments has agreed to sell the above **Said Property** to the **Second Party** and **Second Party** has Agreed to Purchase the same for a total sum of **Rs. 28,00,00,000/- (Rupees Twenty Eight Crore only)**.

WHEREAS **First Party** is the absolute owner and in possession of Entire First Floor of the Building, alongwith 33.33% undivided, indivisible and impartible ownership rights in the said plot of land alongwith 33.33% share in the basement, terrace, parking and common areas measuring 1216 Sq. Yds. bearing No. A-9/27, situated at Vasant Vihar, New Delhi, all rights, title and interest, easements privileges and appurtenances thereto, with all fittings,

  
16/2/23



fixtures, connections structure standing thereon, with all rights in common driveway, entrances, passages, staircase and other common facilities and amenities provided therein, including the common rights to use the passage, gates, stairs and lift leading from parking to First Floor with 33.33% share in parking including servant quarter with toilet and usage rights to common toilet, 1/3<sup>rd</sup> Share and rights in the Terrace and basement, the which is bounded asunder:

East Plot No.A-9

West Service Lane

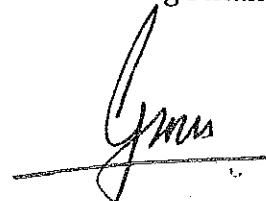
North Plot No.A-9 /28

South Plot No.A-9 /26

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. The First Party has informed the second party that the First Party has obtained a Loan Against Property ("LAP") from India Bulls Housing Finance Limited bearing no. HLLALAJ00514448 in the name of M/s AJAYA INFRA ADVISORS PRIVATE LIMITED of which the first party is a director. The First Party has handed over the current statement of account of the abovesaid LAP as per which an amount of Rs. 5,32,44,496.27/- ("LAP Repayment Amount") is due and payable for the purposes of closure of the loan. The statement shall form part of the present Agreement as **Annexure I**.
2. The First Party has agreed that out of the earnest money being paid to the First party, the LAP repayment amount shall form part of the earnest money which is payable directly to India Bulls Housing Finance Limited by the Second Party on behalf of the First Party and the First Party shall obtain the loan closure and return of original title deeds of the Said Property.
3. The First Party has agreed that the closure of LAP as well as obtaining of original title deeds from Indiabulls Housing Finance Limited shall constitute as a condition precedent to the present Agreement ("CONDITION PRECEDENT")
4. The First Party has obtained the requisite Board Resolution authorizing him to enter into the present transaction by fulfilling the condition precedent.
5. That out of the agreed total Consideration of **Rs. 28,00,00,000/- (Rupees Twenty Eight Crores only)** the First Party has agreed to take following as advance:
  - (i) Rs.2.5 Cr (Rupees Two Crore and Fifty Lac only) by way of RTGS in favour of Sunny Gaur, in Axis Bank A/c: 910010018229630, IFSC: UTIB0000473.
  - (ii) Rs.5.07 Cr (Rupees Five Crore and Seven Lac only) by way of RTGS in favour of Sunny Gaur, in Axis Bank A/c: 910010018229630, IFSC: UTIB0000473, who will in turn pay to M/s. AJAYA INFRA ADVISORS PRIVATE LIMITED towards foreclosure of property loan taken from Indiabulls Housing Finance Ltd.

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And whereas the balance amount of **Rs. 20,50,00,000 /- (Rupees TwentyCrores Fifty Lac Only)** shall be paid by the **Second Party** to the **First Party** within **15 days from the date of the present agreement or within 15 days of the condition precedent, whichever is later** at the time of registration of sale documents in favour of the **Second Party** or his/her nominee or any other person on the instructions of the **Second Party**. The legal receipt of the advanced amount is hereby admitted and acknowledged by the **FirstParty**.

6. That as per this **Agreement to sell**, the physical, vacant, peaceful possession of the **Said Property** will be handed over by the **First Party** to the **Second Party** at the time of execution and registration of the sale deed or at the time of payment of full and final saleconsideration if made earlier.
7. That the **First Party** represents to the **Second Party** that the aforesaid property is free from all sorts of encumbrance such as prior agreement to sell or conveyances, transfers, mortgage, decree, gift, family disputes, litigation, Agreement to Sell or is part of any Hindu undivided family property.
8. That the **First Party** shall pay and clear all the dues, bills, taxes, charges what- soever is payable to anyauthority till the date of execution of the sale deed.
9. That the **First Party** has delivered to the **Second Party** at the time of signing of this agreement a full set of Xerox Copies of all original previous title deeds/documents and other relevant papers of the said Plot. No. A-9/27, approved building plans and completion certificate and all other approvals/ NOCs obtained. And further, all original previous title deeds/documents and other relevant papers of the **Said Property** shall be handed over at the time of registration of sale deed in favour of the Second Party.
10. The First Party shall make available the original title deed, free hold deed or any other valid and legal documents related to the title of the said plot/ property and the approval of the building plan and completion certificate, all other approvals/ NOCs etc for perusal of the Second Party whenever so required by the Second Party
11. That in case the **First Party** refuses to get the Registration of sale Deed of the **Said Property** in favour of the **Second Party** within the above specified period or fails to fulfil the condition precedent, for any reasons whatsoever,the **Second Party** shall have a right to **get backdouble amount paid as earnest money paid by the second party**.
12. That the **First Party** hereby assured the **Second Party** that the **Said Property** under sale is absolutely free from all sorts of encumbrances and there are no

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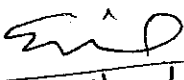
charges on the above **Said Property** whatsoever.

13. That the **First Party** hereby further assures the **Second Party** that they will co-operate in all the formalities for the registration of the **Said Property** in favor of the **Second Party**.
14. That all the expenses of the registration of the sale deed, attorneys, documents, stamp duty, registration charges & any other miscellaneous expenses shall be borne by the **Second Party**.
15. That the **First Party** shall have no objection for the registration of the above **Said Property** in favour of Second Party or his any nominee's. And that this Agreement to Sell will remain irrevocable and binding on both the parties and their respective heirs and successors.
16. That this Agreement to Sell will remain irrevocable and binding on both the parties and their respective heirs and successors. The present Agreement is fully enforceable by way of Specific performance in the court of law.
17. That neither **Party** will be liable for any failure or delay in performing an obligation – **Force Majeure** under this **Agreement to Sell** that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

IN WITNESS WHEREOF both the Parties have signed this Agreement to Sell at the place, day, month and year first above written in the presence of the following witnesses-

**WITNESSES:**

1.   
S.D. Nailwal  
75, Sreehitha Vihar  
Delhi - 110092

2.   
16/02/23  
Sudhir Rana  
KM 16-1702, Jyoti Vihar,  
Sector - 134, Noida - 201304

  
SELLER (FIRST PARTY)

16/2/23

  
PURCHASER(S) 16/02/23  
(SECOND PARTY)







Sale Deed : Rs. 11,00,000/=

Stamp duty : Rs. 33,000/=

Corporation tax : Rs. 55,000/=

*V. Jaggi*  
Rs. 88,000/=

THIS DEED is made on this Twelfth day of January,  
One thousand nine hundred and eighty one B E T W E E N  
Shri S. S. Jaggi, son of late Dr. Tulsi Dass Jaggi,  
resident of S-92, Greater Kailash-II, New Delhi-110048  
(hereinafter called 'the Vendor') of the one Part

A N D

Smt. Chandra Kala Gaur, wife of Shri Jai Prakash Gaur,  
resident of Baljit Kutir, Bulandshahr (hereinafter called  
'the Vendee') of the other Part.

The expressions 'the Vendor' and 'the Vendee' herein  
used shall mean and include the parties, their heirs,  
successors, administrators, executors, representatives,

*S. Jaggi*  
स. जगजी

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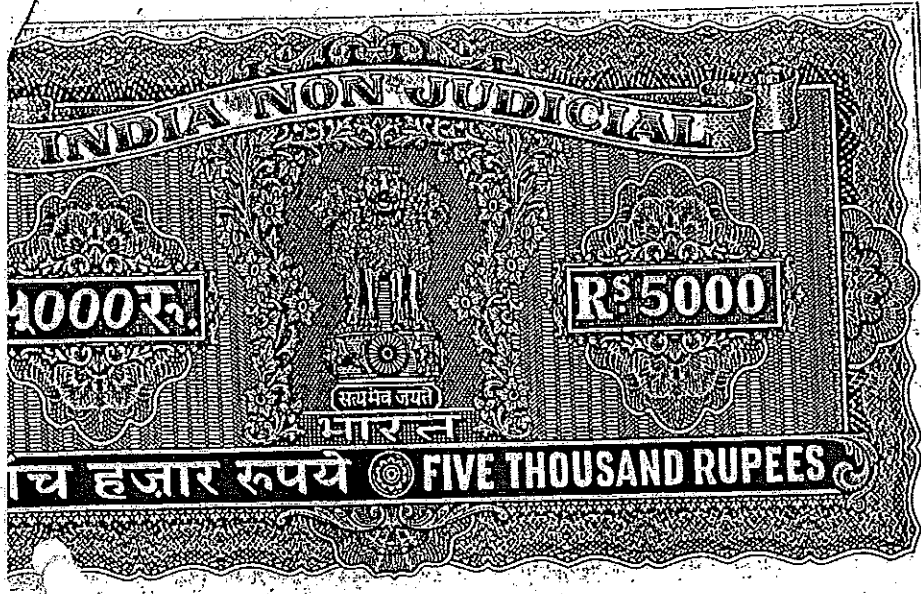
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5000Rs.



3.

AND WHEREAS the Vendor Shri S.S. Jaggia has constructed a residential single-storey building on the said plot No.A-9/27, Vasant Vihar, New Delhi-57, fully conforming to the terms and conditions of the perpetual sub-lease dated the 8th June, 1971 and in accordance with the plans and specifications approved and sanctioned by the Delhi Development Authority and has obtained a Completion Certificate No.F.31(27)/75/1405, dated the 29th August, 1977 in respect of the said building from the Delhi Development Authority (hereinafter referred to as 'the said property');

AND WHEREAS the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the land and premises (with all buildings and structures) comprising under Holding Number and being premises No.A-9/27, Vasant Vihar, in the town of New Delhi comprising a total area of 1,216 sq. yards (about 1,017 sq. metres)

V. V. Jaggia  
Sd/-

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5000Rs.



4.

absolutely and free from all encumbrances, trusts, liens, attachments, easements, acquisition or requisition proceedings, actions and proceedings whatsoever subject nevertheless to the said perpetual sub-lease dated the 8th June, 1971;

AND WHEREAS by an agreement dated the 13th February, 1980 the Vendor has agreed to sell to the Vendee all his rights, titles and interests in the said property specified in the schedule hereto free from all encumbrances for a sum of Rs. 11,00,000/= (Rupees eleven lakhs only);

AND WHEREAS the Vendor is permitted to sell the said property unto the Vendee aforesaid by virtue of letter No. F1(309)78/CS/DDA dated the 7th January, 1981 issued by the Delhi Development Authority for and on behalf of the Lessor and letter No. F1(309)78/CS/DDA dated 23-1-81

V. V. Jaggi  
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5000Rs.



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issued by the Deputy Director (Coop), Delhi Development Authority, as Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976;

AND WHEREAS the Vendor for his legal needs has agreed to sell the said property for a sum of Rs.11,00,000/= (Rupees eleven lakhs only) unto the Vendee and the Vendee has agreed to purchase the same from the Vendor on the following terms and conditions :-

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER :-

I. That in pursuance of the said Agreement to sell and in consideration of Rs.11,00,000/= (Rupees eleven lakhs only) out of which the Vendor has received Rs.7,25,000/= (Rupees seven lakhs twentyfive thousands only) as earnest money vide New Bank of India Ltd., Mehrauli Road, Hauz Khas,

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5000Rs.



6.

New Delhi cheque No.120881 dated 13-2-1980 and Rs.3,01,779.69 (Rupees Three lakhs one thousand seven hundred seventy nine and paise sixty nine only) by payment of unearned increase to Delhi Development Authority as acknowledged by it vide receipt No.33137 dated the 9th January, 1981, and Rs.57,000/= (Rupees Fifty seven thousands only) on account of part cost of the stamp paper and Registration charges as part payment from the Vendee prior to the execution of this sale deed, the receipt of which the Vendor doth hereby expressly admits and acknowledges and on payment of the balance sum of Rs.16,220.31 (Rupees Sixteen thousands two hundred twenty and paise thirty one only) by New Bank of India Cheque No. 012395 dated 12-1-1981 by the Vendee to the Vendor at the time of registration of this sale deed with the simultaneous handing over by the Vendor the vacant possession of the said property to the Vendee, the Vendor doth hereby grant,

V. S. / 1996 चरन जी

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5000Rs.



7.

convey, transfer, assure and assign unto the Vendee  
ALL THAT the said property being the land, building,  
and premises comprised under Plot No.A-9/27, Vasant  
Vihar, New Delhi-57 and containing lands measuring 1,216  
sq.yards(about 1,017 sq.metres) and more fully described in  
the schedule hereto ALSO TOGETHER WITH all fixtures, and  
fittings belonging to the Vendor and comprised under the  
said property and all houses and out-houses, structures and  
constructions whatsoever appurtenant thereto AND also trees,  
construtruacted yards, court-yards, grounds, ditches, hedges,  
fences, pathways, drains, water courses, sewers and all  
rights, lights, privileges, liberties, easements, advantages,  
benefits and all appurtenances appurtaining thereto belonging  
or in any way appurtaining thereto all rights, title, estate,

V.V. Jagtap - चक्राला गौड

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5000Rs.



8.

interest, property, demand, claim whatsoever both at law and in equity of the Vendor in respect of and effecting the said property, lands, premises and buildings hereby conveyed or transferred or intended so to be unto the Vendee TO HAVE AND TO HOLD the same unto the Vendee absolutely and for ever free from all encumbrances, trusts, liens and attachments, SUBJECT NEVERTHELESS to the said perpetual sub-lease dated the 8th June, 1971, as aforesaid but TOGETHER WITH the benefits of all covenants and conditions contained therein.

II. That the Vendor doth hereby covenant with the Vendee as follows :-

- a) That the Vendor has good right, full power and authority to grant, convey, transfer, assign and assure unto the Vendee ALL THAT the said property

V. V. Singh - पं. प्र. म. नं. १०५

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5000Rs.

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9.

together with all lands, buildings, premises hereby granted, conveyed or transferred, assigned and assured or expresses so to be unto the Vendée subject to the perpetual sub-lease dated the 8th June, 1971, as aforesaid,

- b) That the said property is the self-acquired property of the Vendor and no part of it formed part of the joint family property and as such no other person has any claim whatsoever over the said property,
- c) That the rents and/or other sums payable by the Vendor to the President of India under the said sub-lease have been paid upto the date of execution of these presents and that the Vendor has complied with all other obligations or conditions reserved

V.V. Juggad होमि ला गौड

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5000Rs.



10.

under the said sub-lease dated the 8th June, 1971,  
and on the part of the Vendor to be paid, performed  
and observed,

- d) That the Vendor has not done nor has been privy or  
party to any acts, deeds or things whereby the  
said sub-lease has been forfeited or cancelled  
and/or are or is likely to be so cancelled or  
forfeited,
- e) That the said sub-lease dated the 8th June, 1971,  
is still in full force and effect and it still  
validly subsists,
- f) That it shall be lawful for the Vendee and all  
persons deriving title thereunder for all times  
hereinafter to enter into and upon the said property,

V. V. Jagganathan गौड़

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11.

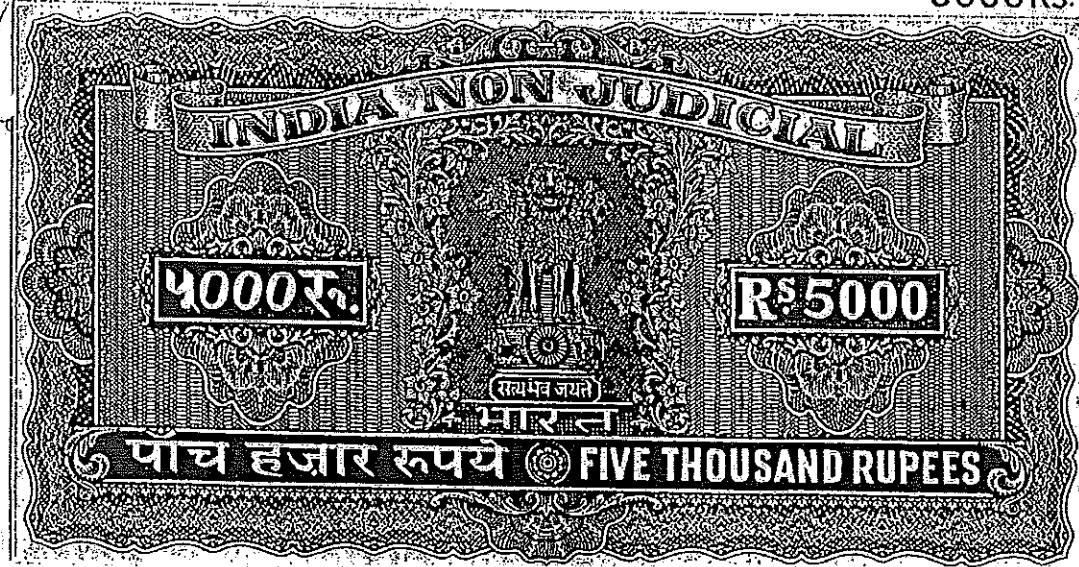
lands and buildings, and premises hereby transferred, conveyed or assigned unto the Vendee or so intended to be and to hold and enjoy the same and every part thereof with every right whatsoever and to receive rents, issues and profits thereof without any interruption, disturbances, claim or demand whatsoever from the Vendor and all persons deriving titles thereunder,

- g) That the Vendor will and shall at his or his attorney's convenience from time to time and at all times hereinafter upon reasonable requests and cost of the Vendee make do and acknowledge, execute and perfect all such further acts and other deeds,

V. V. Jagganathan  
च. व. जगन्नाथ

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5000Rs.



12.

conveyances, matters and things whatsoever for further, better or more perfectly, assigning the said property, lands, buildings and premises TOGETHER WITH all rights, benefits and appurtenances as aforesaid unto the Vendee and in manner and subject as aforesaid,

- h) That the Vendee shall have an unfettered right to mutate, register or record her name as owner of the said property, lands, buildings and premises hereby transferred or conveyed and assigned or expressed so to be unto the Vendee with appropriate authority or authorities without any objection or interruption on the part of the Vendor who shall render all

V. V. J. S. G. - 25/11/2015

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5000Rs.



13.

assistance, if required, to the Vendee for effecting such mutation,

- 1) That the said property, lands and premises and every part thereof are being transferred, conveyed or sold unto the Vendee free and clear and absolutely acquitted, exonerated and for ever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of or from and against all former and other estates, titles, charges, claims, trusts, liens, encumbrances and attachments whatsoever.

III. That the Vendor doth hereby further covenant

with the Vendee that he will keep the Vendee indemnified

or, from and against all actions, claims, demands,

*V. V. Jyoti*  
*V. V. Jyoti*

18. 5000Rs.



14.

proceedings, loss, injury, costs, charges and expenses to which the Vendee may be put to or to which she may be involved or which the Vendee will or may suffer, pay, sustain or incur as a result of any of the said representations made by the Vendor to the Vendee as aforesaid becoming untrue and/or as a result of all or any of the Vendor's covenants as aforesaid being found to be incorrect or untrue and/or as a result of any defects in title of the Vendor to the said property being found or detected afterwards.

*V. V. S. S.* *चक्रवर्ती जी*

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5000Rs.



15.

IV. That the Vendee also doth hereby covenant with the Vendor that the Vendee will at all times hereafter pay rents and observe other terms and conditions payable or contained under the aforesaid perpetual sub-lease dated the 8th June, 1971, and on the part of the sub-lease thereunder to be paid and performed in so far as the same shall be applicable to the Vendee in respect of the said property hereby conveyed or transferred and assigned or assured unto the Vendee or expressed so to be from the date of execution of these presents.

V. V. Jaggi

च. उ. क. ल. गौड़

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5000Rs.



16.

V. That the expenses of this transaction including the duty on this deed shall be borne by the Vendor.

THE SCHEDULE above referred to :

ALL THOSE lands measuring 1,216 sq. yards

(about 1,017 sq. metres) comprised in Plot

No.A-9/27, Vasant Vihar, New Delhi-57, with

all buildings and structures lying thereon

and all trees, paths, passages, walls, fences,

drains and sewers and all easements and

appurtenances whatsoever thereunto belonging

V. V. Jaiswal  
-प. 5 नं. 1 जोड़

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5000Rs.



17.

to OR HOWSOEVER OTHERWISE the said land,  
buildings and premises or any part thereof  
which at any time hereinbefore were or was  
now or is abutted and bounded, known,  
numbered, called and distinguished.

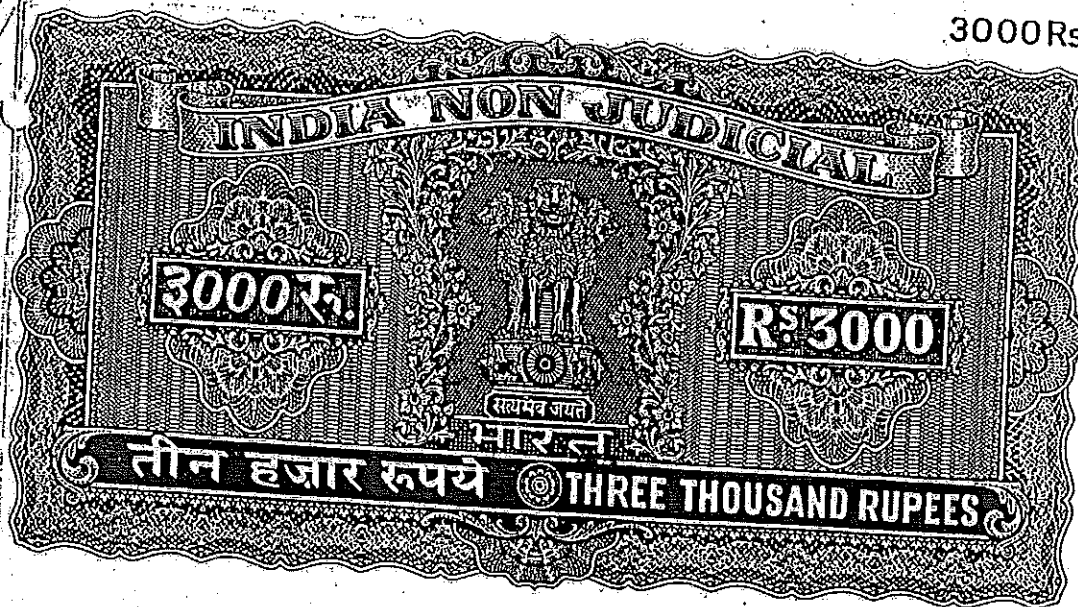
The aforesaid property is bounded as

under :-

- On or towards East :- By Road No.A-9
- On or towards West :- By Service Lane
- On or towards North :- By Plot No.A-9/28
- On or towards South :- By Plot No.A-9/26

*V V Jaggi*  
- जे. ए. कल। जौड़

....18



18.

SIGNED AND DELIVERED BY THE  
above-named Vendor, Shri S.S. Jaggia  
in the presence of :

WITNESSES :

2: Mr. the  
(K. L. RATHEE)  
S/o Shri Hem Raj  
H/o 1-9/32, Vasant Vihar, New Delhi-57

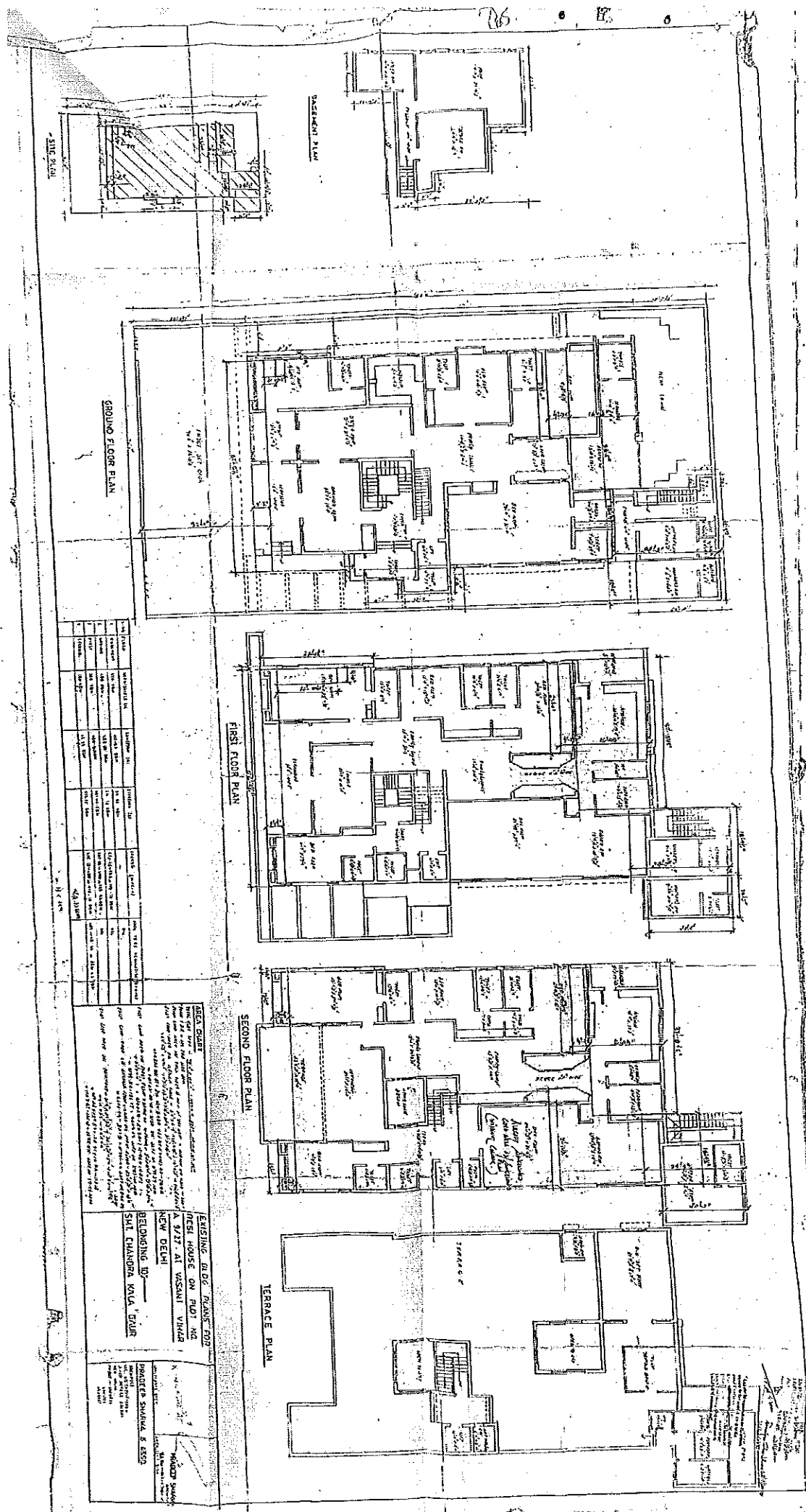
SIGNED AND DELIVERED BY THE 1. Smt. (M) Smt.  
above-named Vendee, Smt. Chandra Kala Gaur  
in the presence of :

WITNESSES:

1. Ciphey MD  
CPAP  
S/o. Kate S. H & S. H.  
A17 V est ant. Vign. New Bedford

2. H.H. #

2. UU/sth  
(K.L. RATHBEE.)  
S/O Puri Ham Raj  
R/O A-7/32, Vasant Vihar, New Delhi-57



# REGULARISATION

Approved by the No. 19/3  
 EE(B)/SZ/SS dated 31/3/2000 by the  
 EE(Bldg.), 17/17, Comd., 24/5/2000  
 An amount of Rs. 320523/- has been  
 received vide No. 917047 at 31/3/2000

A.E.(Bldg.)/SZ

Rajen Singh 28/5/00  
 I.E.(BLDG.)/SZ

"Request for regularisation for the portion  
 shown in Red accepted subject to the  
 condition that this will be done after and after  
 to be done within the time shown in  
 yellow. The work shown in  
 pink is one remaining thing carried out in  
 violation of sanctioned use."

IRONING  
 5'-6"X11'-11"

PLATFORM  
 7'-3"X8'-4"

WASHING  
 6'-8"X11'-11"

SOUTH DELHI MUNICIPAL CORPORATION  
ASSESSMENT & COLLECTION DEPARTMENT  
SECTOR-IX, NEAR SANGAM CINEMA, R.K.PURAM  
NEW DELHI-110057

NO.A&C/RKP/VV/2012/-103

DATED: 23/4/13

Mr. Sunny Gaur,  
A-9/27, FF,  
Vasant Vihar,  
New Delhi-110057.

Subject: Mutation of Property No. A-9/27, First Floor, Vasant Vihar, New Delhi-110057.

Sir,

Kindly refer to your application dated 17.04.2013 for the Mutation of the aforesaid property/portion in your name. The property/portion is being Mutated in your name on the basis of the documents supplied by you.

This is to make it clear that this mutation is only for the purpose of payment of property taxes and does not devolve a legal title.

If any tax liability arises on this property after this mutation for the period prior to the date of this mutation due to creation of any additional demand, disposal of pending proposal u/s 123D of the DMC Act, or due to any calculation mistake, the tax liability shall be payable by you as agreed to by you in the Indemnity Bond enclosed with your application for mutation.

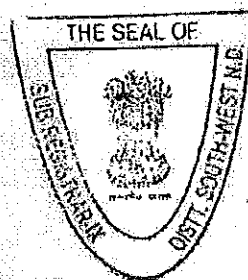
This mutation shall not be treated as valid if it has been constructed on the land belonging to Government/DDA/MCD of which you are not the Leasee/Licensee according to Law.

This is to make it clear that if any dispute arises, property will be automatically gone in the name of the previous owner without any notice, in case there is a claimant to it or dispute of ownership at any time in future.

Yours faithfully,

10/10/19

22/4/13  
B. BAGWAN SINGH  
DY. ASSESSOR & COLLECTOR  
R.K.PURAM, SOUTH ZONE.  
Sec-IX, RK Puram N. Delhi







## SOUTH DELHI MUNICIPAL CORPORATION

Assessment & Collection Department, South Zone  
R.K. Puram, Sector 5 Near Sangam Cinema New Delhi-110022



No. Tax/82/2019/ 120

Dated 24.08.19

To

Mr. Sunny Gaur S/o Shri Jai Prakash Gaur  
R/6 A-9/27  
Vasant Vihar,  
New Delhi-110057.

Subject: Information under RTI Act, 2005 - ID No. 116 Dated 30.07.2019

Sir

Please refer to RTI application received in the Office of Public Information Officer, A & C Department, South Zone vide ID No. 116 dated 30.07.2019, wherein applicant have requested to provide information/documents of Property No. A-9/27, Vasant Vihar, New Delhi.

In this connection, it is requested to deposit Rs. 2/- for issuance of mutation letter dated 23.04.2013 in respect of the first floor of Property bearing No. A-9/27, Vasant Vihar, New Delhi under RTI Act, 2005.

As per Section 19 (1) of RTI Act, 2005 you may file an appeal to the First Appellate Authority within thirty days of issue of this letter, if you are not satisfied with the reply, whose particulars are given below.

Name and Address of the  
First Appellate Authority

Shri Radha Krishan, Jt. Assessor & Collector,  
Assessment & Collection Department,  
South Zone, R.K. Puram, Near Sangam Cinema,  
New Delhi-110022.

*(Signature)*  
26/8/19  
(Kuldeep S. Chaudhary)  
Public Information Officer  
South Zone, R.K. Puram  
Ph. 26188726  
Public Information Officer  
SDMC, R.K. Puram, Sec-2

