



Agreement to Sell

This Agreement to Sell made at Delhi this 5th day of October, 1981 between Sarvshri Inderjit Kapoor resident of 110 The Vale, Golders Green, London N.W.11, and Narinder Kumar Kapoor, r/o 123, Uppingham Avenue, Stammeri (Modox) England, sons of Late Shri Dina Nath Kapoor through their General Attorney Shri N.K. Vedi s/o Late Shri Inder Singh Vedi, r/o N-51 Panch Sheel Park, New Delhi, vide General Power of Attorney dated 6.10.1979 registered as document No. 4305 in Additional book No.4 Volume 834 pages 15 to 17 on 8.10.1979 with Sub Registrar 111, New Delhi, hereinafter called the "Vendors" which expression unless opposed or repugnant to the context hereof includes their heirs, executors, administrators, successors and assigns of the one part.

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Bhagat Medical and Research Institute Private Limited through its Directors (1) Dr. S.P. Singh s/o S. Bhagat Singh and (2) Smt. Narinder Kaur wife of Dr. S.P. Singh; both residents of R-17, Greater Kailash, New Delhi hereinafter called the 'Vendees' of the Second Part which expression unless opposed or repugnant to the context hereof includes their heirs, executors, administrators, successors and assigns.

Witnesseth as follows :-

WHEREAS by a Conveyance Deed executed by M/s. Urban Improvement Co (P) Ltd on the 28.10.64 a plot of land being No.8 block 'A' admeasuring 655 sq.yards.


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A/S. Green Pearl LLC

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equal to 548 square meters or thereabouts in the colony known as Green Park, New Delhi, situate on the Delhi Mehrauli Road, within the Union Territory of Delhi, was granted, conveyed and transferred to the Vendors and Smt. Durgawati Kapoor their mother and the resultant conveyance deed was duly registered in the books and records of the Sub Registrar of Assurances, New Delhi as document No.771 in book No.1 Volume No.1219 on pages 26 to 28 on the 1st day of December, 1964.

AND WHEREAS THE VENDORS AND Smt. Durgawati Kapoor constructed a three storeyed dwelling house on the said plot of land according to building plans sanctioned by the Municipal Corporation of Delhi, being sanctioned by the Municipal Corporation of Delhi, being numbered 1470 B/42/66 dated 29.7.66.

AND WHEREAS Smt. Durgawati Kapoor mother of the Vendors, the full and absolute owner of 1/3rd share of the total plot of land and also superstructure standing thereupon transferred her 1/3rd admitted share in the ownership, right, title, interest and liens on the said plot of land and the construction thereon in favour of her both sons in equal shares i.e. 1/6th to each vide Gift Deed (1) in favour of Shri Narinder Kumar Kapoor by virtue of Gift deed dated 15.2.1968 registered as document No.1084 in Additional book No.1, volume No.1920 on pages 183 to 187 registered on 16.2.1968 and (2) in favour of Shri Inderjit Kapoor by virtue of Gift deed dated 15.2.68 registered as document No.1464 volume No.1930 on pages 94 to 98 registered on 24.2.1968, in

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Narinder Kumar
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the office of the Registrar of Assurances, New Delhi.

AND WHEREAS after the execution and registration of the Gift Deed the Gift tax has also been paid by Smt. Durgawati Kapoor and thus the vendors jointly became the full and absolute owners of the total plot of land No. A-8, Green Park and the superstructures standing thereon including all fittings and fixtures in equal shares.

AND WHEREAS Shrimati Durga Wati, mother of the Vendors has let out portions of the said property to tenants, who are still in occupation of the said portion as per details hereunder :-

- (i) Entire ground floor including the Garrage to Dr. S. Inder ^{SP Singh} Singh at Rs.750/- per month.
- (ii) Two bed rooms and drawing -cum-dining and kitchen with front verandah and use of passage, to Shri M.L. Trivedi (since deceased) now his widow and children @ Rs.300/. P.M.
- (iii) One bed room along with balcony and gallery towards West in Main building and one room along with kitchen, bath room, W.C. ^{on the 1st floor} above the garrage, ^{SP Singh} to Shri Surrender Singh Chawla at Rs.350/- per month.
- (iv) one bed room and one drawing-cum-dinning room on the second floor to Mrs. Bimla Singha @ Rs.250/-p.m. The said Smt. Bimla Singha had temporarily taken one bed room from Mrs. Durgawati as a licensee but has not so far vacated the same. She alleges to be a tenant in it @ Rs.100/- p.m.
- (v) Rest of the property detailed in para 8 hereunder is in possession of the Vendors.

AND WHEREAS THE SAID PROPERTY IS ENTIRELY unremuneration and the vendors are not in a position to look after and manage the same as they and their mother are residing in London.

And Whereas the Vendors herein are desirous to sell and the purchasers is likewise desirous to purchase all the right, title and interest of the Vendors herein in the aforesaid plot of land and the dwelling house constructed thereon, on the terms and conditions hereinafter appearing.

Now Therefore, it is hereby agreed, declared covenanted and recorded and between the parties hereto as following :-

1. That the Vendors herein Doth hereby agree to grant, convey and transfer all ~~their~~ their right, title and interest in the plot of land No.8 block No.4 comprised in the residential colony known as Green Park, New Delhi, situated on Delhi Mehrauli Road, within the Union Territory of Delhi admeasuring 655 square yards equal to 548 sq.meters or thereabout, bounded in the East by main road, in the West service lane, in the North by plot Nos. 4-7 and in the South by plot No.4-9 alongwith the three storeyed Dwelling house constructed thereon, as also all rights of easement, latent or patent, enjoyed or reputed to be enjoyed in connection with the said property, as also all rights in fixtures and fittings, electricity power domestic electricity light and fans and potable water fittings as also sanitary fittings and fixtures as also all fixtures by way of built in furniture, shrubs, lawns, and pathways including all rights, whatsoever,

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pertaining to the said property unto the purchaser herein or to their nominee or nominees.

2. That the sale consideration for the property with the above mentioned part vacant possession hereby agreed to be conveyed has been agreed to at Rs.7 lakhs, out of which amount the vendors have already received a sum of Rs.3,00,000/- (Rupees three lakhs) by way of earnest money by cheque No.MC/1- 979274/914/81 dated 21.7.1981 on the Punjab & Sind Bank, Kailash Colony, New Delhi issued by the said Punjab & Sind Bank. The balance of Rs.4,00,000/- (Rupees four lakhs) would be paid by the purchasers to the vendors in the following manner :-

- (a) Rs.1,00,000/- within two months of the execution of this agreement.
- (b) Rs.1,00,000/- within three months of the execution of this Agreement and
- (c) Balance of Rs.2,00,000/- at the time of registration of the Conveyance deed before the Sub Registrar, New Delhi by the vendors in favour of the purchasers within five months of the execution of this agreement.

3. That all rates, cesses and taxes due and payable in respect of the property hereby agreed to be conveyed upto the date of the registration of the sale deed shall be the sole liability of the Vendors and the liability in that behalf after the execution and registration of the sale deed shall be exclusively that of the purchasers. The parties hereto agree and undertake to keep each other of them harmless

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[Signature]

and indemnified against all claims and demands contrary to the above.

4. That the following original title deeds of the property hereby agreed to be conveyed shall be delivered by the vendors to the purchasers at the time of the execution of the conveyance deed :-

(a) Original gift deeds dated 15.2.1968., and 16.2.1968.

(b) Original Conveyance deed dated 28.10.1964 referred to above.

(c) Original sanctioned plan of the property hereby agreed to be conveyed.

(d) Original completion certificate of the property issued by the Municipal Corporation of Delhi.

(e) Final receipt of the payment of the house tax, allied taxes to the Municipal Corporation of Delhi for the period ending 31.3.1981.

5. That the vendors have deposited the usual securities for the facility of electric connections and potable water connection. The vendors undertake not to withdraw their securities from the Municipal Corporation of Delhi and the Delhi Water supply and Sewage Board. Vendors would execute document for the transfer of the water and electricity meters in the name of the purchaser alongwith security amount deposited by them.

6. That the vendors undertake to obtain the income tax clearance certificate from the concerned income tax officer and permission of Reserve Bank of India, if so required and any other permission necessary to enable the execution and registration of the requisite conveyance deed, and shall also obtain the permission

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Under Section 27 Urban Land & Ceiling Act, 1976.

7. That the Vendors have informed the purchasers that vendors do not hold any other residential property anywhere within the Union Territory of Delhi including the area of Delhi Cantonment either in their own name or in the name of any person dependent upon the Vendors similarly, the purchasers have informed the Vendor that they do not own any immoveable property whatsoever within the Union Territory of Delhi. On the basis of the above statement, the Vendors shall, if required, make the necessary application to the Competent Authority under the Urban Land (Ceiling & Regulation) Act for permission to transfer the property by way of a conveyance unto the purchasers herein. The purchasers have furnished the necessary affidavit required by the Competent Authority under the Urban Land (Ceiling & Regulation) Act in that behalf and the vendors acknowledge receipt of the same.

8. That the Vendors have delivered to the purchasers the physical vacant possession of the one bed room along with Dressing room & bath room towards the East with balcony and Gallery and a room above the Garage on the 2nd floor and have delivered constructive possession of the remaining property occupied by tenants to the purchasers. The purchasers would also be entitled to deal directly with the said occupants in any manner they like.

9. That in case of default on the part of the Vendors in delivering the possession of the different floors as stated above or if the vendors default in obtaining

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the possession of the Competent Authority if necessary or income tax clearance certificate or permission of Reserve Bank of India if required default in executing the requisite conveyance deed in favour of the purchasers then the purchasers shall be entitled to enforce this Agreement for sale by an action for specific performance at the risk and costs of the Vendors and further more, the purchasers shall also be entitled to such damages for breach of contract as the purchaser may suffer. However if any delay is caused for reasons beyond the control of the Vendors, in time for completing the sale, the same will stand extended for such period. The vendors and the purchasers herein mutually agree, declare and record that in case this agreement is breached -d by the Vendors then award of mere damages to the purchasers will not be a sufficient compensation to the purchasers and they shall also be entitled to specific performance of this agreement to sell.

10. That if the Vendors having obtained the permission of the Competent Authority under the Urban land (Ceiling and Regulation) Act as also the permission of any other statutory Authority that may be required at the time the conveyance deed is to be executed, including therein, the income tax clearance certificate and the purchasers being intimated of the grant of the said permission by prepaid registered post accompanied by photostat copies of the said permission, default in taking the conveyance within a period of 30 days, then the earnest money paid herein shall stand forfeited to

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the Vendors and this agreement for sale shall then come to an end on account of the breach thereof by the purchasers.

11. That all costs of stamping, engrossing and registration of the conveyance deed to be executed pursuant hereto shall be borne by the purchasers only.

12. That this transaction is being arranged through the agency of M/s. G.K. Associates, Delhi, who shall be paid commission @ 2% on the total sale consideration by each party.

In Faith and Testimony, the parties have set their hands to this Agreement to sell at New Delhi on the day, month and year first above written in the presence of witnesses.

Witnesses.

1. Amrinder Singh
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2.

Vendors

Amrinder Singh
Vendees/ Purchasers