

SALE DEED

Type of Land	Residential
Ward	Tajganj
Mohalla/Colony	Bibhab Garden City
Detail of Property (Property No.)	Plot No.
Unit of Measurement (Area of Plot)	Bibhab Garden City, Khasra no. 67,
Stage of Road (As per Annexure)	Mauza Miyapur, Fatehabad Road, Agra.
Type of Property Sq. Mtr.
Consideration Amount in Rs.
Stamp Paper	Area Sq. Mtr.)/- (..... Only)
Circle Rate/- (e-stamp Certificate No. date)
Market Value/- per sq. mtr. As per circle rate list./-

This Deed of Sale made on at Agra.

Between

“M/S BIBHAB BUILDERS” through its Partners Shri Sumeet Gupta & Samir Gupta both sons of Late Shri Suresh Chandra Gupta having office at 86, Bibhab Trade Centre, Bye Pass Road Agra. (U.P.). hereinafter called the “Sellers” their heirs, successors and the persons deriving title under them of the one part. (Pan No. AAEFB3916A)

AND

..... W/o R/o
(Pan No.), (Adhar No.), (Mobile No.)

Hereinafter called the “Purchaser” which expression shall include his heirs, successors and the persons deriving title under him of the second part.

Shri Sumeet Gupta & Shri Samir Gupta both Sons of Late Shri Suresh Chandra Gupta are partners of said **“BIBHAB BUILDERS”** vide partnership deed dated 01.04.2000.

AND whereas the Sellers is fully possessed of said Plot No.

AND whereas the aforesaid buildup House On Plot No. is not under attachment or sale in execution of any degree of any court and is also not effected by any encumbrances or adverse rights and claims.

AND whereas the said Sellers in any capacity whatsoever have not been restrained by any prohibitory order of any court from alienating the aforesaid land/builtup house i. e. private colony buildup Plot No. of **‘Bibhab Garden City’** and there are no acquisition proceedings or proceedings of any other kind pending in any court nor have been notified by Government in respect of aforesaid colony buildup Plot No.

AND whereas the said land Khasra No.67, Mauja Miyapur, Tehsil and Distt. Agra was purchased by Bibhab Builders through partners Shri Sumeet Gupta & Shri Samir Gupta of Bloomsbury Real Estate Developers Pvt. Ltd. Authorised Signatory Shri Manoj Kumar S/o Munna Lal in favour of Bibhab Builders Through Partner Shri Sumeet Chandra Gupta & Shri Samir Gupta both S/o Late Shri Suresh Chandra Gupta vide sale deed dt.23.12.2021 registered by Bahi No. 1 Khand 10959 pages 359 to 382, S.No. 12256 dt. 23.12.2021

AND whereas as regards Khasra No. 67 declaration Under Section 143 of Uttar Pradesh Zamindari Abolition and Reforms Act 1950 have already been made by. S.D.M. Agra on 21.11.2016 vide no. T2014010101381/2013-14 which has been shown to and seen by said purchasers.

AND whereas as regards sanction of layout plan of "**Bibhab Garden City**" colony, it has been sanctioned on 31.03.2022 by Agra Development Authority vide ADA/LD/21-22/1299 and which has been shown to and seen by said purchasers.

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AND whereas said seller has developed said Plot No..... and subsequently built a plot and is in defector and de jure possession of said Plot No. and is legally entitled to sell, transfer aforesaid Plot No. to any person whomsoever and this fact said Shri Sumeet Gupta, Shri Samir Gupta on behalf of Bibhab Builders and confirm the same.

AND whereas the seller thus agreed to sell all the rights possessed by the firm and on its partners in said buildup Plot No. and the purchaser has agreed to purchase on the terms and conditions appearing hereinafter.

Now This Deed Witnesseth as Follows : -

That in pursuance of the said agreement and in consideration of the sum of Rs./- (..... Only) paid to the Sellers by purchaser are as under: -

S. No.	Amount	Particular of Cheque
1.		
2.		
Total/-	

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The receipt of which the seller acknowledge and admit. The seller hereby sell, transfer and assign to the purchaser all the rights held by them in the said Plot No. more particularly delineated and described in the schedule hereunder and the plan annexed hereto and thereon shown with its boundaries coloured red and all other rights, privileges held or enjoyed to have and to hold the same unto and to the use of the purchaser absolutely and for ever.

The colony road will be common passage for common use of the purchaser, their servants, agents, tenants and licensees.

2. The seller covenant with the purchaser as follows : -

- That the seller have a marketable title to the land hereby transferred which subsists and the seller and its partners have good right and full power to sell and transfer the same.

- (b) That the land/house hereby transferred shall be quietly entered into and upon and held and enjoyed by the purchasers without any interruption or disturbance by the seller any person claiming through or under them. The seller in any capacity whatsoever shall have no claim or right of whatsoever nature on the land and built up house hereby conveyed and the purchaser will be rightful owner of the said land.
- (c) That the seller through its said partner have put the purchaser in actual physical, possession of the land transferred vacant.
- (d) That the house on plot no. ---- hereby transferred is free from all encumbrances.
- (e) That the seller shall at any time hereafter on the request and on the expenses of the purchaser do and execute all such acts and deeds as are reasonably required to more effectively transferred and assure the land hereby sold to the purchaser.
- (f) That the purchaser shall not hinder or obstruct the seller or any other person having the seller authority to construct any drain adjacent to any side of the plot hereby sold, which the seller or any other person or agency having the seller authority deem proper.
- (g) That the purchaser has undertaken to construct a boundary wall around the demise plot within six months.
- (h) That the purchaser shall not be entitled to construct a residential house on the demised plot. The purchaser shall also not entitled to use the land for any residential house, or set up any industry or use any portion thereof for laying a road connection any land situated outside the colony. The seller shall be entitled to restrain the purchaser from making any violation of the land use by the purchaser.

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- (i) That the seller has not given any undertaking regarding provision of any amenity in the colony to the purchaser. The house is being sold as it is where it is basis.
- 3. That the said seller declare and covenants with the purchaser that they have no right, title, interest or claims of whatsoever nature in the land being sold and contrary to the interest of seller. The purchaser will be exclusive and sole owner of the said house purchased by him from said seller.
- 4. That should anything transpire contrary to the assurances covenants and declaration given and made herein above the seller and its partners undertake to indemnify and keep the purchaser indemnified and harmless against any claim or action in relation to the land hereby conveyed by any person whosoever claiming any right, title or interest therein to the prejudice of the rights and of the purchaser and further to compensate the purchaser in case the purchaser is made to pay any money or suffer any damages by any act or conduct of the seller are claiming through its partners or any other person or are deprived of the possession on account of any defect in the title of the seller or for any other reason.
- 5. All expenditures which may be incurred on stamps and registration shall be borne by the purchaser.

SCHEDULE OF THE HOUSE ON PLOT NO., CONVEYED

All rights held by seller House On Plot No., "**Bibhab Garden City**" revenue Khasra no. 67 area "Bibhab Garden City" Revenue Village Miyapur Tehsil and distt. Agra shown in enclosed site Plan in red colour.

The measurements of the land conveyed are as under :

North Mtr.
South Mtr.
East Mtr.
West Mtr.

The boundaries of the land conveyed are as under :

North
South
East
West

Collector Agra in pursuance of Rule 4 (1) of U. P. Stamp (Valuation of Property) Rules 1997 have circulated rate of land in Miyapur @ Rs./- per sq. mtrs. If the land is situated at road less than ft. land being sq. mtrs. Therefore the value for the purpose of stamp duty is Rs./- Residential Constructed Cost is stipulated @ Rs./- sq. mtr. constructed area is sq.mtr. hence cost of construction is calculated to Rs./- Therefore its market value is Rs./-

In witness where of this sale deed has been executed on before the following witnesses :-