

SALE DEED

Seller : M/s Chandra Construction Company, 86, Bibhab Trade Centre, Bye-Pass Road, Agra. represented through its Partners
Shri Suresh Chandra Gupta S/o Late Shri D.N. Bibhab,
Shri Sumeet Gupta & Shri Samir Gupta
both S/o Shri Suresh Chandra Gupta All R/o 49-50, Surya Nagar,
Agra (Pan No AADFC2963R)

Purchaser :
Pan, Aadhar No., Mob.

Flat No. : on Floor, at **BIBHAB LACASA**, Mauja Gailana Agra.
Area Super Built up area Sq. Mtr. (built-up area sq.mtr.
covered area & sq mtr consisting of projections and common
areas)

Sale Consideration :/-

Stamp Paper :/- (e-stamp Certificate No.) dated

Circle Rate : Per. Sq. Mtr. On land and Rs./- for construction

Market Value :/-

Particular of Vendor

M/s BIBHAB LACASA. having its registered office at 86, Bibhab Trade Centre, Bye Pass Road, Agra represented through its partners (1) Shri Suresh Chandra Gupta S/o Late Shri D. N. Bibhab (2) Shri Sumeet Gupta and (3) Shri Samir Gupta both sons of Shri Suresh Chandra Gupta all residents of Kothi no. 49-50, Surya Nagar, Agra,

Particular of Vandee/Purchaser

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S/o

R/o,

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Particular of immovable Property being sold –

Residential Flat no. on floor, super built up area Sq. Mtr. (including 10% super area) of multistoried

“BIBHAB LACASA”

With importable proportionate land underneath and appurtenant to said Residential Flat, situated at Khasra no. 282, 345 Mauja Gailana Tehsil and District Agra UP delineated in Site Plan enclosed herewith and bounded as below: –

On the North –

On the South –

On the East –

On the West –

Containing. Bed Rooms, Drawing Room, Dining Room, Toilets, Store, Kitchen and hanging balcony.

Valuation for the purpose of Stamp Duty –

The then collector Agra in exercise of his power under Rule 4 (1) of Uttar Pradesh Stamp (Valuation of Property) Rules 1997 have circulated cost of residential construction @ Rs./- per Sq. mtrs. With Multistoried Residential Flats hence Sq. mtr. Constructed area @ Rs./- per Sq. mtrs. And proportionate land underneath being in “Gailana”, Where circle Rate of Gailana is mentioned in from Rs./- per sq.mts. Undivided land share of Flat No. in Bibhab Lacasa on Floor is sq. mtrs. and super built up area is sq. mtrs. Total Land area in the project is sq. mtrs. and total built up area is sq. mtrs. Therefore in the aforesaid manner for the purpose of payment of Stamp market value as worked out in the aforesaid manner is–

Value of proportionate Land residential =x =

x =

Value of Constructionx..... =

Rs./-	Total Value
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And accordingly this Sale Deed is being executed on non judicial impressed stamp of Rs. and this Sale Deed shall be "Principle Instrument" and is properly and duly stamped. The sale consideration is on the basis of market price prevalent on the date of booking.

This Sale Deed executed at Agra on

By

Aforesaid **M/s BIBHAB LACASA** through said Partner Shri Suresh Chandra Gupta S/o Late Shri D.N. Bibhab, Shri Sumeet Gupta and Shri Samir Gupta. Hereinafter called the "Vendor" is First Party

In Favour of

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.....

.....

Agra

That whereas the said Vendor M/s Chandra Construction Company, Firm under Companies Act 1956 has been incorporated for doing business of construction and development of Commercial/Residential Complex, development in Agra. M/s CHANDRA CONSTRUCTION COMPANY Through its partners have constructed residential apartment in the posh residential area Gailana, Agra as "**Bibhab Lacasa**" planned as a multistoried residential Complex. And whereas the land on which said multistoried residential apartments "Bibhab Lacasa" have been raised was purchased vide under noted Sale Deed: –

(1) Vide Sale Deed dated 05.08.2011 executed by Smt. Premvati S/o Late Shri Rajendra Singh 4/118 B Charch Road, Civil Lines Road, Agra , Shri Ranjeet Singh S/o Shri Rajendra Singh R/o Kinari Bazar, Agra, Shri Sanjeev Surana S/o Shri Ranjeet Singh R/o 4/118 B Church Road, Agra, Shri Subhash Chandra Jain S/o Shri Rajendra Singh Jain R/o 15 Raj Road, Sadar Bazar Agra, Shri Manihs Suhana S/o Shri Subhash Chandra Surana R/o 4/118 B Church Road, Civil Lines, Agra, Shri Azad Kumar Jain S/o Shri Rajendra Singh Jain @/o Kinari Bazar Agra, Smt. Vineeta Jain D/o Shri Rajsingh Taak R/o Bada Bazar, Kolkata, Shri Suresh Chand Jain S/o Shri Rajendra Singh Jain R/o 18, Taj Road, Sadar Bazar Agra, Smt. Kanta Surana D/o Gulab Chand Daang R/o 12, Ganguroo Rasta, Johari Bazar Jaipur, Rajsthan, Vinamara Sahakari Awas Samiti Ltd. Agra Reg. No. 1104 dated 12.12.88 by Secretary Sumeet Gupta S/o Shri Surech Chandra Gupta R/o 164 Nehru Nagar, Agra in favour of M/s Chandra Construction Company, 86, Bibhab Trade Centre Bye Pass Road, through its partner Mr. Shri Suresh Chandra Gupta S/o D. N. Bibhab, Shri Sumeet Gupta S/o Shri Suresh Chandra Gupta, Shri Samir Gupta S/o Suresh Chandra Gupta All R/o 49-50, Surya Nagar, Agra. Area hectare of Khasra No. 282, 345 Mauja Gailana, Tehsil & Distt. Agra vide bahi No. 1, Zild No. 7472, Pages 345 to 502 serial No. 4045

The Construction of Said residential flat have been done after seeking necessary sanctions from the concerned authorities got raised multistoried residential Flats "Bibhab Lacasa". The site plan has been sanctioned by Agra Development authority vide File no. 1374/B.F.H/03/2013-14 dated 01.09.2016 RERA registered. And whereas residential Flats in "Bibhab Lacasa" have been completed and fit for human habitation along with all facilities and parking.

And whereas residential apartments are complete and intending aforesaid purchaser (ie) after seeing the construction fit for habitation and all relevant documents including sanctioned map have approached said M/s Bibhab Lacasa to purchase the apartment aforesaid with proportionate land rights.

And said M/s Bibhab Lacasa have agreed to sell, convey and transfer the aforesaid Flat. No. on floor area sq. Mtr. (Super Built) and proportionate land right in of khasra

no. 282, 345 Gailana Agra to said Vendee for consideration of Rs/-
(..... Only) on the following terms and conditions –

(1) That a formal agreement to sale was done by the purchaser on wherein the seller agreed to sell to the purchaser the said flat No. for a sale consideration of Rs./- the market value of the said flat on this day of agreement as per the circle rate circulated by the district Magistrate was Rs./- The stamp duty has been paid on circle rate of the date of registry.

(2) That the Vendor as self and for and on behalf of M/s Bibhab Lacasa do hereby Transfer, sells, conveys and assign the constructions of residential Flat no. situated at Floor of said “Bibhab Lacasa” along with proportionate rights in the land underneath which is also shown by “Red Colour” in the map annexed here to this document.

(3) That said Vendee (.....) have paid the entire amount of the sale consideration of Rs. (..... Only) to said **M/s Bibhab Lacasa** in the following manner: –

S.no.	Particulars	Amount
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	TOTAL	-----

And said M/s Chandra Construction Comapny through its Partners do hereby admit and acknowledge the receipt of the same before the registering authority ie., Sub-Registrar (I) Agra at the time of presentation of this document and thus there remain nothing more to be paid by Vendee (.....) to the Vendor toward the sale consideration of the residential construction and proportionate land rights.

(4) That consequent to the payment of the said sale consideration, for the said residential constructions and the proportionate land right and on execution of this document the Vendor M/s Chandra Construction Company after removing their possession have also put said Vendee (.....) in actual and physical possession of the said residential flat no. and proportionate land, said Vendee hereby acknowledges to have obtained the vacant possession of said residential flat no. along with proportionate land rights which is unencumbered and not subject to any complaint or legal dispute and said Vendee have thoroughly checked and got checked out all the relevant papers as disclosed above and also the constructions, material used, fittings and fixtures fitted, which are fully satisfied functioning and operative and are complete in all aspects.

The Vendee of aforesaid construction and proportionate rights of land will not have any claim against the said Vendor as to any item of work, quality of work, materials, installation etc. in the said Flat no on any ground whatsoever.

(5) That the said flat no. on floor, has super area sq. Mtr. (including 10% super area) Consisting of Bedroom, Toilets, Drawing Room, Dining Room, Store, Kitchen and hanging balcony.

(6) That this sale of construction along with transfer of proportionate rights in the land is subject to following stipulation and covenants–

(a) That the seller has not given any undertaking regarding provision of any amenity in the “Bibhab Grande” to the purchaser. The Flat is being sold ‘as it is where it is’.

(b) That the said Vendee’s rights in the residential flat no. of “Bibhab Lacasa” shall be limited to floor space within its four walls only and not above the ceiling and not below the floor of the constructed flat, together with the ownership rights over the constructions and building material covering the floor space of the said Flat no. being sold and transferred and will have proportionate rights, title, interest in the land of “Bibhab Lacasa”

(c) That the Vendee, shall have right, title and interest till the ceiling height above the floor space of the said Flat no. and their inner edges of the said flat no. on Floor the Vendee shall be deemed to have right on only half of the thickness of the adjoining

common walls covering the floor space of the said flat no. sold and transferred. The Vendee shall however have no right to change alter or disfigure its structural or architectural design in any manner. Vendee shall have no right, title or interest or possession on roof of the said Flat hereby sold and transferred.

(d) That the Vendee, have a right to transfer, sell, assign, mortgage etc. the said Flat no. along with proportionate rights in land to any person for residential purpose only, however a copy of the transfer deed with registration details have to be furnished under receipt to M/s Chandra Construction Company to its successes in interest.

(e) That the Vendee shall however have undivided rights of importable common use and enjoyment in the common service facility area appurtenant to the said flat raised over the floor of the proportionate area of the said flat sold to the Vendee.

(f) That the Vendee shall have no claim or interest in the total land underneath the apartment hereby transferred and conveyed and it will not be subject to any partition or sub-division in any manner at any stage by Vendee or any person claiming under him/her. However the Vendee will have proportionate rights in the land on which "Bibhab Lacasa" have been raised.

(g) That the Vendee is liable to maintain the said flat no. on Floor hereby sold in sound and fit condition and shall not damage its floor walls, column in any manner which may cause or likely damage the other flats of "Bibhab Lacasa" of impartibly common use and enjoyment in the common area of floor of the proportionate area of said Flat sold to the Vendee.

(h) That the Vendee shall not keep, collect, store and use any inflammable or explosive materials in the flat which may endanger the life or the property in the entire surrounding of the said flat no.onFloor conveyed to her/him. This includes the prohibition on installing, furnace, Bhatti or welding units etc. or any such apparatus and machine which produces odors, sounds and or may be detrimental to health of the people meaning thereby the use of the property shall always be deemed to be restricted and reserved for the purposes of residence only and no gathering or calling in connection of any business or trade shall be permitted.

(i) That the Vendee shall have right to obtain the telephone, water, and electric connection at her/his own cost, without causing any disturbance or damage to the column, beams, roofs, wall or structures of "Bibhab Lacasa" in any way or manner.

(j) That the Vendee shall be under obligation to copy out annual repair, white wash and maintain the flat as well as the common services facility area and shall be under obligation to pay on demands such contribution or collection as may be demanded by the society or association formed and created to look after and maintain the general service and maintenance of the flat and other common amenities. However till the formation of such association or society the Vendee shall pay the same to M/s Bibhab Lacasa the Vendor or his representative/society irrespective or her/his enjoying the common and other services etc.

(k) That the Vendee do hereby undertake to enroll herself/himself as a member of the society/association formed for looking after the whole common facility and utility services to ensure the smooth functioning of life of the occupiers of the flat of "Bibhab Lacasa" It is also hereby agreed by the Vendee that she/he shall pay the proportionate charges and bills for the maintenance and other services, continuously and without any demure or reservation. In case of failing in payment of such bills or contribution for 2 consecutive month the association / society / M/s Chandra Construction Company shall be at liberty to take proper step for the realization of such dues at the defaulting occupants. And M/s Chandra Construction Company the Vendor is under obligation to stipulate such condition in all and every deed which is to be executed in future and from time to time as regards other flats of "Bibhab Lacasa"

(l) That **M/s Chandra Construction Company** hereby undertakes to reimburse and indemnify the Vendee in case of any dispute or litigation in the title of the said property. **M/s Chandra Construction Company** have also agreed to return and refund the consideration of the said Flat to the Vendee in the eventually of her/his being put to any pecuniary loss due to the defective title in the said construction and the proportionate right in the land.

(m) That all the Nagar Nigam Taxes, Water rate, Water Taxes etc. whatever is legally payable from today shall be hence forth paid by the Vendee to the concerned department. The said flat have not been numbered and assessed by Nagar Nigam Agra.

(n) That M/s Chandra Construction Company and shall continue to have the right to make further Additions, raise further stories, put up additional structures etc. in said "**Bibhab Lacasa**" as may be permitted by the local authority/State Govt. Or at the risk of the Vendor getting it compounded or regularized later an as per provision of law and all such additions shall be the sole property of M/s Chandra Construction Company who will be entitled to use and dispose it off in any manner. The said Vendor M/s Chandra Construction Company shall be entitled to connect the electric, Water, sanitary, Drainage, fittings etc. of additional structure/ storey's or connect the same with the existing water, sanitary, drainage, sources etc. at its own cost.

(o) Relevant documents and sanctioned map cited above have been shown to Vendee and she/he has read over and understood the same before execution of this Sale Deed.

(p) The Vendee shall not close the stair of common use even if flats of 2 or more floors are occupied by the same party.

(q) That the Vendee shall not make any alternation is any elevation and outside Colour scheme of the exposed walls of the Verandah, lounge or any external wall a both the faces of external doors and windows of the flat purchased by her/him which in the opinion of the Vendor differ from the colour scheme of the apartment as completed.

(r) Neither the Vendee nor occupiers of the flat no. on Floor will put up any signboard, publicity or advertisement material outside her/his flat or any where in the common area except her/him name plate in 6" ×12" size on the main door of her/his flat.

(s) The Vendee shall not decorate the exterior of her/his flat otherwise than in the manner agreed with M/s Chandra Construction Company in the manner as similar as may be in which the same was previously decorated.

(t) That the express in "Vendor" and "Vendee" shall include their successor in interest, heirs, legal representative and transferees/assignee.