

BRIEF PARTICULAR OF SALE DEED:-

(Jurisdiction Sub Registrar Amroha Sadar)

Nature of Property	:	Residential
Ward/Pargana	:	Amroha
Situation/ Village	:	Amroha Khas Bahar Chungi, bearing khasra no. 3320 3321, 3322, 3323, 3325, 3326 and Pandki khasra no. 160, Joya Amroha Road, tehsil and district Amroha (UP)
Description of Property	:	The Residential Flat No. ----- , First Floor, " City Homes " Situated at Joya Amroha Road, Amroha, (UP)
Covered area of Flat	:	----- Sq. Meter
Distance from Road	:	-----
Use of Property	:	Residential Flat
Sale Consideration	:	-----
Market Value	:	-----
STAMP DUTY PAID	:	-----

Boundaries of Entire premises:-

East	:	Other property
West	:	Joya Amroha road,
North	:	Other property
South	:	Chak road

PARTICULAR OF OWNERS :-

M/s Jain Developers (PAN–AAKFJ5557F), a partnership firm having its head office and the principal place business at JAIN SADAN, BAJAR JAT, AMROHA, district Amroha (UP) through its Partners

- 1- **Shri Yogesh Kumar Jain** (PAN–AEUPT5343K) s/o Shri Mukut Bihari Lal Jain r/o Bajar Jat, Amroha, 244221(UP),
- 2- **Shri Ram Nawal Singh** (PAN– AHNPS8692Q), s/o Late Shri Lallu Singh r/o 3/176, Vinay Khand, Gomti Nagar, Lucknow, 22601010, (UP)
- 3- **Shri Ajay Vikram Singh** (PAN–BUQPS8210P), s/o Shri Ram Nawal Singh r/o A/400, sector 19, Noida, (UP)
- 4- **Smt Nirupama Jain** (PAN– AEXPJ5074M) w/o Shri Yogesh Kumar Jain r/o Bajar Jat, Amroha district Amroha 244221(UP),

5- **Shri Yash Jain** (PAN–AKDPU7503N) s/o Shri Yogesh Jain r/o Bajar Jat, Amroha 244221, (UP)

hereinafter referred to as "VENDOR", which expression shall always mean and deem to include unless repugnant to the context, their respective heirs, executors, administrators, legal representatives, successors-in-interest, nominees and assigns.

Whereas the partners Smt Nirupama Jain and Shri Yogesh Kuamr Jain purchased the aforesaid lands through sale deeds registered at the office of sub registrar Amroha are the absolute owners in possession of the free hold Plot measuring 9318.63 sq. mtr., situated at Amroha Khas Bahar Chungi, bearing khasra no. 3320 3321, 3322, 3323, 3325, 3326 and Pandki khasra no. 160, Joya Amroha road tehsil and district Amroha (UP), thereafter mutated their name in the revenue record,

Thereafter the vendor acquired ownership of the aforesaid lands through partnership deed dated 01-07-2014 and amended by partnership deed dated 01-09-2014 executed between aforesaid partners of the vendor,

Shri Yogesh Kumar Jain is empowered to execute sale deed on behalf of the vendor,

PARTICULAR OF VENDEE:-

DETAILS OF PROPERTY/FLAT:-

The Residential -----, Situated at "**City Homes**" Amroha Khas Bahar Chungi and Pandki, Joya Amroha road, tehsil and district Amroha, (UP) The said flat constructed in Multi-Storied building.

Further the VENDOR have constructed the residential Flats and Spaces in the building called as "City Homes" after getting the Building plan approved from the competent authorities vide (पत्रांक 569/मु0 ख0/वि0 क्षे0-अमरोहा/मान0अ0/2016-2017 दिनांक 24.09.2016 की आख्या के उपरान्त मानचित्र संख्या 395/16 दिनांक 26.09.2016.)

AND WHEREAS the Vendee has inspected all the documents of titles, possession and he is satisfied about the authority vested in the Vendor to sell the said Flat.

And Whereas the VENDOR is absolute owner of The Residential Flat No. 8 C, Second Floor, "City Homes" Situated at Joya Amroha Road, Amroha, (UP) consisting of 2- Bedroom, 1-Drawing, 1-Kitchen, 3- Toilet, balcony,

area ----- Meter, Situated at Joya Amroha Road, Amroha Khas Bahar Chungi and Pandki tehsil and district Amroha, (UP)

Flat no 23 B, 1st floor is bounded as under:-

East :
West :
North :
South :

And whereas the Vendor has agreed to sell and the Vendee has agreed to purchase the aforesaid residential Flat in the said building Known as "City Homes" for a consideration of ----- and this entire consideration amount has been received by Vendor as per the detail written at the foot of the deed.

DESCRIPTION OF THE PROPERTY/FLAT:-

Description of Flat sold to Vendee falls under the registration of the Amroha bearing one **Flat No.** -----, "City Homes" sold by this deed with undivided interest in land equally divided in Apartment/Flat owners on the basis of area of flat. Since construction of flats have been done on multi storied. It is not possible for Vendor to earmark the particular area of Apartment.

This Indenture of Sale deed made this ----- at Amroha:
By and Between :-

M/s Jain Developers (PAN-AAKFJ5557F), through Shri Yogesh Kumar Jain
& -----

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the said sum of ----- already paid by the VENDEE and received by the VENDOR in advance. on or before execution of this Indenture the said VENDOR do hereby transfers by way of said flat which includes whole of area under internal walls periphery walls and columns comprising proportionate share of common area comprising of the said flat in "City Homes" situated at Joya Road, Amroha Khas Bahar Chngi, and Pandki Joya Amroha road, tehsil and district Amroha, (UP) and all the ownership rights therein which the VENDOR has or may hereafter has over the flat, and to have to bid the same to VENDEE forever on the terms contained herein.
2. That the VENDOR has already handed over physical possession of said flat agreed to be transferred herein to the VENDEE.
3. That upon taking possession of flat space the VENDEE shall has no claim against the VENDOR as to any item of work quality of work materials, installations, etc., in the said flat on any other ground whatsoever.

4. That VENDOR hereby declares and assures VENDEE that vendor is the rightful owner of the said flat with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said property/flat under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the owner.
5. The Vendor has satisfied the vendee regarding the construction quality and material.
6. That all the taxes, such as House tax, Water Tax, Sewerage Tax, Electric charges or any other taxes or charges shall be payable by the VENDEE from the date hereof .
7. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular flat hereby acquired by him, the VENDEE has no claim right title or interest of any nature or kind, except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, staircase, corridors, etc. The common area & roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any convenient to the contrary shall be void.
8. The open terrace on the roofs, parapet walls, stilt floor, parking, shall be the property of VENDOR and the VENDOR shall be entitled to use them for any purpose whatsoever. Any flat owner or association or flat owners shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.
9. After the date of this Sale deed, the VENDEE shall comply with and carry out and abide by all laws, bye-laws, rules regulations, requisitions demands etc. of Authority in respect of the said flat arising after the date of this Sale Deed and shall attend answer& carry them out at his own cost and be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard.
10. The structure of the flat may be got insured by the VENDEE at their own cost against fire, earthquake, or risk or any other nature. The VENDOR hereof or after handing over possession of the particular flat shall in no way be responsible for safety, stability, etc. of said space due to any such reason. All charges towards insurance will be paid by VENDEE either by him individually or through the Society collectively, if so formed. Further the VENDEE shall at all time keep the VENDOR or any third party, indemnified against any loss which the VENDOR or any third party may sustain bear due to rash or negligent act of the Vendee.

VENDEE SHALL NOT BE PERMITTED:

11. That the VENDEE shall use the flat or permit the same to be used for the purpose for which the space is sold to him/her, further he shall not use the space for illegal or immoral purpose as the VENDOR or maintenance agency of the "City Homes" may decide keeping in view the management and safety of the complex. The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors and even if particular floor/floors are occupied by the same party.

The VENDEE shall not make any alteration in any elevations, outside colour scheme of exposed walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the flat acquired by him which in the opinion of the VENDOR differs from colour scheme of the complex.

Neither the VENDEE nor occupier of the flat will put up signboard, publicity or advertisement material outside his flat or in the common areas without prior permission in writing of the VENDOR or maintenance agency as the case may be.

The VENDEE shall not decorate the exterior of his flat otherwise than in the manner agreed to with the VENDOR or in the manner as similar as may be in which the same was previously decorated.

The VENDEE hereby undertake to keep & maintain the flat, periphery wall, partition walls and sewers drains, pipes appurtenances thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex other than the complex.

12. That the VENDOR undertake with the VENDEE that the VENDEE shall peacefully hold and enjoy the said flat without any interruption by the VENDOR or by any person claiming to be his nominee except as provided in the sale deed. The VENDEE shall have the right to sell or rent the flat to any person without causing any problem or nuisance to the VENDOR or any co-flat holder or to any third party in the complex.
13. No VENDEE shall do any work which would be prejudicial to the soundness or safety of the building or reduce the value thereof or shall add any material structure without prior obtaining the permission of the VENDORS, or the maintenance agency as the case may be.
14. That the registration expenses such as cost of the stamp papers, registration fees and execution charges have been borne and paid by the VENDEE himself.
15. The VENDEE shall not raise any objection or claim any reduction in the price of flat agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.

16. That the electric connection and amenities attached with the said flat will be obtained by the VENDEE at their own cost from the concerned local authorities.
17. That the Open Parking will be available for only one vehicle for a particular vendee.
18. That the map showing constructed area of the said flat is attached with this sale deed.
- 19- THIS SALE DEED IS BEING PRESENTED before Sub Registrar Office for Registration by the Shri Yogesh Kumar Jain authorized signatory of M/s Jain Developers.

Valuation of the said flat as under as per circle rate:-

According to circle rate list issued by District Collector Amroha on dated ---
-----, the market value comes,

- Land cost of the aforesaid flat of area -----/- per sq mtr, page no. 69, V Code 1003, aforesaid flat situated at first floor so land cost reduced upto 1/2 comes to -----
- Covered area of the aforesaid flat 85.96 sq mtr, valuation @ ----- per sq mtr, comes to -----

Market value of the ----- situated at “**City Homes**” comes to Rs -----
- but the consideration price is Rs ----- so stamp duty Rs ----- has
been paid on consideration price, rebate for female is obtained,

DETAIL OF CONSIDERATION :

Total Payment Rs. -----as below : -

Amount	dated	Cheque No.	Bank
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obtained before Registration of the Sale Deed.

IN WITNESS whereof the VENDOR and the VENDEE have signed and executed their presence under the common seal of the company on the date mentioned above.

Photograph of the executants are attested by Kul Bhushan Saxena Advocate on identification of witness,

Vendor

Vendee

(Shri Yogesh Kumar Jain)

(Authorized signatory of M/s Jain Developers)

WITNESSES 1:

WITNESSES 2

This deed has been drafted on 04/05/2018 at Amroha, drafted by Mr.-----
----- mo. No. ----- on the instruction of executants and typed by -
