

**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. 3169 and Raipur Khurd khasra no 59,60 tehsil and district Amroha(UP)
Description of Property	:	The Residential Flat no. 206, Second Floor, "Amroha Greens Group Housing" Situated at Joya Road, Amroha, (UP)
Area of Flat	:	66.85 Sq. Meter
Distance from Road	:	50 Meter
Use of Property	:	Residential Flat
Sale Consideration	:	<b>Rs. 18,00,000/-</b>
Market Value	:	<b>Rs. 10,39,518/-</b>
STAMP DUTY PAID	:	<b>Rs. 1,17,000/-</b>

**Boundaries of Entire premises:-**

East	:	06.00 mtr road,
West	:	06.00 mtr road,
North	:	06.00 mtr road,
South	:	06.00 mtr road,

**PARTICULAR OF OWNER :-**

**M/s Buildcon India** (PAN-AAJFB5355J), a partnership firm having its head office and the principal place business at JOYA ROAD, AMROHA, district Amroha (UP) through its Partners

- 1- **Shri Sanjay Bansal** (PAN-AAOPB2343M), s/o Shri P.C. Bansal r/o 16, Devnagar, Tilak Road, Meerut(UP),
- 2- **Shri Brij Veer Singh** (PAN-AWTPS5297E), s/o Shri Sumer Singh r/o A-217, Defence colony, Mawana Road, Meerut,
- 3- **Shri Dharam Chandra Khurana** (PAN-AERPK8447G), s/o Late Shri Kishan Chandra Khurana r/o house no. 22, near Madhubani Park, Pushpanjali Colony, Kanth Road Moradabad,
- 4- **Shri Yogesh Kumar Jain** (PAN-AEUPT5343K), s/o Shri Mukut Bihari Lal Jain r/o Bajar Jat, Amroha district Amroha (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 said VENDOR is the sole and absolute owner in possession of the free hold Plot measuring 2034.10 sq. mtr., situated at bearing khsra no. 3169 of Amroha Khas Bahar Chungi and 59 and 60 of Raipur Khurd tehsil Amroha district Amroha,

AND WHEREAS the Vendor purchased the aforesaid land through sale deeds registered at Sub Registrar Amroha thereafter mutated its name in the revenue record,

**Further the VENDOR has constructed the residential Flats and Spaces in the building called as "Amroha Green Group Housing" after getting the Building plan approved from the competent authorities vide sl no. 493, Map No. 478/2013 DT. 17/07/2014**

**Shri Yogesh Kumar Jain and Shri Dharam Chandra Khurana** are empowered by other partners to execute the sale deeds,

**PARTICULAR OF VENDEES:-**

**Mrs Neeru Agarwal** (PAN–AHIPA2762J) w/o Mr Ankit Kumar and

**Mr Ankit Kumar** (PAN–ACXPK2288B) s/o Shri Ramesh Kumar Agarwal r/o mohalla Katra Gulam Ali, Amroha, (U.P.) 244221.

**DETAILS OF PROPERTY/FLAT:-**

The Residential Flat no. **206**, Second Floor, area **66.85** Sq. Meter "Amroha Greens Group Housing" Situated at Joya Road, Amroha Khas Bahar Chngi and Raipur Khurd, tehsil and district Amroha, (UP) The said flat constructed in Multi- Storied building.

This Indenture of Sale deed made this 05<sup>th</sup> day of May 2018 at Amroha  
By and Between :-

**M/s Buildcon India** (PAN –AAJFB5355J), through its Partners  
&

**Mrs Neeru Agarwal** (PAN–AHIPA2762J) w/o Mr Ankit Kumar and  
**Mr Ankit Kumar** (PAN–ACXPK2288B) s/o Shri Ramesh Kumar Agarwal

AND WHEREAS the Vendees have inspected all the documents of titles, possession and they are satisfied about the authority vested in the Vendor to sell the said Flat.

And Whereas the VENDOR is absolute owner of Flat No. 206, Second Floor, Area 66.85 Sq. Meter consisting of 2- Bedroom, 1- Drawing/Dinning, 1-Kitchen, 2- Toilet, 2-balconies, situated at "Amroha Greens group Housing" Joya Road, Amroha Khas Bahar Chungi and Raipur Khurd tehsil and district Amroha, (UP)

**Flat no 206 Second floor is bounded as under:-**

East	:	flat no 207
West	:	flat no 205
North	:	Open to sky
South	:	Passage

And whereas the Vendor has agreed to sell and the Vendees have agreed to purchase the aforesaid residential Flat in the said building Known as "Amroha Greens Group Housing" for a consideration of **Rs. 18,00,000/- (Rupees Eighteen Lakh only)** and the 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 Vendees falls under the registration of the Amroha bearing one Flat No. 206, **Second Floor**, "Amroha Greens Group Housing" 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.

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

1. That in consideration of the said sum of **Rs. 18,00,000/- (Rupees Eighteen Lakh only)** already paid by the VENDEES 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 situated at "Amroha Greens Group Housing " Joya Road, Amroha Khas Bahar Chngi, and Raipur Khurd 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 VENDEES 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 VENDEES.
3. That upon taking possession of flat space the VENDEES shall have 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 VENDEES that they are the rightful owner of the said flat with full rights to deal with the same. The said VENDOR further declares and assures the VENDEES 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 Vendors has satisfied the vendees 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 VENDEES from the date hereof.
7. That it has been agreed between the VENDOR and the VENDEES that save and except in respect of the particular flat hereby acquired by them, the VENDEES have 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 VENDEES 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 VENDEES 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 their 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 VENDEES 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 VENDEES either by them/him individually or through the Society collectively, if so formed. Further the VENDEES 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 Vendees.

**VENDEES SHALL NOT BE PERMITTED:**

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

The VENDEES 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 them which in the opinion of the VENDOR differs from colour scheme of the complex.

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

The VENDEES shall not decorate the exterior of their 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 VENDEES 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 have been delivered to them 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 VENDEES that the VENDEES 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 VENDEES 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 VENDEES 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 VENDOR, 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 VENDEES themselves.
15. The VENDEES 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 VENDEES at their own cost from the concerned local authorities.
17. That the map showing constructed area of the said flat is attached with this sale deed.
18. That the Open Parking will be available for only one vehicle for vendee, parking shall be common for all the flat owner no particular place shall be assign to any vendee.
- 19- THIS SALE DEED IS BEING PRESENTED before Sub Registrar Office for Registration by **Shri Dharam Chandra Khurana** and **Shri Yogesh Kumar Jain** the partners of M/s Buildcon India.

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

According to circle rate list issued by District Collector Amroha on dated 01-08-2017, the market value comes,

- Land cost of the aforesaid flat of area 66.85 sq mtr @ Rs 11,100/- per sq mtr, page no 66 V Code 0151, aforesaid flat situated at second floor so land cost reduce upto ½ comes to Rs 3,71,018/-
- Covered area of the aforesaid flat 66.85 sq mtr, valuation @ Rs 10,000/- per sq mtr, comes to Rs 6,68,500/-  
Market value of the flat no 206, second floor situated at “Amroha Green Group Housing” comes to Rs 10,39,518/- but the sale price is Rs 18,00,000/- so stamp duty Rs 1,17,000/- has been paid on total price,  
Note :- Rebate for female obtained, both the vendees have equal part in the aforesaid flat,

**DETAIL OF CONSIDERATION :**

Total Payment Rs. **18,00,000/-** as below : -

Amount	Cheque No.	Bank
1,00,000	092271	Axis Bank Ltd
5,00,000	th IMPS	
8,99,941	th RTGS	
59	cash	

obtained before Registration of the Sale Deed.

Note:- In the detail of consideration is written by hand.

IN WITNESS whereof the VENDOR and the VENDEES 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

Vendees

**(Shri Dharam Khurana)**  
Partner M/s Buildcon India Ltd

**(Mrs Neeru Agarwal)**

**(Shri Yogesh Jain)**  
Partner M/s Buildcon India Ltd

**(Mr Ankit Kumar)**

WITNESSES : -

Kuldeep  
s/o Kishan Lal  
r/o Shahi Chabtra  
Amroha

Atul Kumar Sharma  
s/o Shri Ram Saran Sharma  
r/o mohalla Lakda  
Amroha

This deed has been drafted on 05/05/2018 at Amroha, drafted by Mr. Kul Bhushan Saxena, Advocate mobile no 9897374176, Moradabad on the instruction of executants and typed by Omkar Singh