

DEED OF SALE/DEED OF APARTMENT

Value Ra. -----/- (Rs. ----- Only)

Market Value ----- /-

Stamp Duty -----/-

This Deed of Sale/ Deed of Apartment executed on this ----- day of -----
-----at **RAIPUR** City, Tahsil and District **RAIPUR** Chhattisgarh by and
between :-

Area :-----

(hereinafter referred to as the "VENDOR" which expression shall, wherever it occurs in this Deed and unless repugnant to the subject or context mean and include not only the person named herein as such, but also all his directors, successors- in- interest executors, assigns)

IN FAVOUR OF

Purchaser

1. -----

(hereinafter referred to as the "VENDEE" which expression shall, wherever it occurs in this Deed and unless repugnant to the subject or context mean and include not only the person named herein as such, but also all his directors, successors- in- interest executors, assigns)

WHEREAS:

A. The Said Land is earmarked for the purpose of building a residential project, comprising ----- multistoried apartment buildings and [insert any other comprising of the projects] and the said project shall be known as "**SRISHTI'S PALAZZO**" provided that where land is earmarked for any institutional development the same shall be used for those purposes Only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.

**SANSAR**
BUILDCON PVT. LTD.


DIRECTOR

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- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right title, and interest of the promoter regarding the said Land on which Project is to be constructed have been completed.
- C. The **Commissioner, Municipal Corporation, Raipur** has granted the commencement certificate to develop the project vide approval, **dated 25/02/2009 bearing no. 325/58/2008**
- D. The Promoter has obtained the final layout plan approvals for the project from **Office of Joint Director, Town & Country Planning, Raipur (C.G.** The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the act and other laws as applicable.
- E. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at ----- on -----
--under no. ----- Registration.
- F. The Allottee had applied for an apartment in the Project vides application no. ----- and has been allotted apartment no. -----
--- dated ----- having carpet area of ----- square feet, type ----- on floor in [tower/block/building] no -----
----- ("**Building**") along with garage/closed parking no -----
--- admeasuring ----- square feet in the [please insert the location of the garage/ closed parking], as permissible under the applicable law and of pro rata share in the common areas ("**common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**)

[OR]

The Allottee had applied for a plot in the project vide ----- date application no. ----- and had been allotted plot no. Having area of square feet and plot for garage/ closed parking admeasuring ----- square feet. (if applicable) in the -----
----- [please insert the location of the garage/closed parking] as permissible under the applicable law and of pro rata share in the common areas ("**common Areas**") as defined under clause (n) of section 2 of the

Act (hereinafter referred to as the "Plot" more particularly described in Schedule A).

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. _____
_____ [Please enter any additional disclosures/ details]

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.

J. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws. Are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G.

-----Project Respectively Passed by the Court of
Special Duty Officer (Land Diversion) -----
Chhattisgarh in a Revenue Case No. -----dated ----- Further
the Grantor named above has applied and obtained a Registration of
Colonizer bearing Registration No. ----- Dt. ----- issued
by the Commissioner Municipal Corporation , -----
Chhattisgarh under the Chhattisgarh Nagar Palika (Colonizer ka
RegistrikaranNirbandhanTathaSharte) Abhiniyam 1998 AND WHEREAS the
Grantor has applied and obtained sanction from the Town and Country
Planning Department, ----- and Municipal
Corporation, ----- No.----- and Dated -----

----- and respectively for the construction of multi – stories building complex at -----
----- Chhattisgarh AND the Grantor has already constructed a multi – stories building complex known as----- On the piece or parcel of land described in paragraph FIRST as per the plan and specification and shortly to commence construction of upper floor AND WHEREAS the vendor has agreed to name the aforesaid building complex as “-----” .

WHEREAS the vendor has submitted the aforesaid properties to the provisions of Chhattisgarh Prakoshtha Swamitwa Adhinyam 1976 by duly executing and registering a Declaration in prescribed Form “A” in the office of the sub – Registrar, ----
----- Chhattisgarh on this -----

WHEREAS by and under the Agreement to sell DT. -----
--- executed by and between the vendor herein and the vendee herein. It was witnessed that the vendor shall sell and the vendor shall purchase **family/ Residential unit No.** ----- **Block** ----- situated at ----- **Floor** of the ----- a multi – storied building complex Condominium then under construction and now having been constructed under the different phases has been referred to as the “**SAID PROPERTY**” in the said Agreement and is hereinafter referred to in this Deed as the “**SAID PREMISES**” more particularly described in the SCHEDULE “A” in this Deed of sale and delineated in Red Colour in the Plan annexed hereto.

WHEREAS the vendor has complied with the term of the Agreement and paid to the vendor the amounts payable under the

aforesaid Agreement to sell namely the sum of Rupees-----
----- (In words -----) paid by the vendor to
the vendor being the entire sale consideration in the manner and on the
dates specified in the Memorandum ----- of
Payment annexed to this Deed The receipt of which the vendor do hereby
admit and acknowledge and vendor hereby sell, convey, grant, transfer
and assign to the vendee free from all encumbrances ALL THAT
FAMILY/RESIDENTIAL unit No. **Block** ----- situated
at ----- **Floor** of the ----- Condominium situated at -----

Chhattisgarh described in greater detailed in the Schedule "A" appended
hereto and delineated in Red Colour in the plan annexed hereto and
hereinafter referred to as the said premises together with all the
proprietary rights, Title, interest, estates, Property and easements
whatsoever of the vendor into or upon the said premises and every part
thereof and also together with the fixtures, fittings, appurtenance
benefits, privileges, and advantages belonging or reputed belong thereto
To HAVE AND HOLD the said premises hereby conveyed and transferred
to and to the use of the vendee his / her/their/ its heirs successor- in
interest representatives executors, administrator and assign absolutely.
The property hereby conveyed also includes the right to an undivided
share in the piece or parcel of land described in the schedule "B"
appended here to hold jointly by the owners of the respective family /
Residential unit with all the common facilities and amenities set out infra.

The vendor is giving the vendee vacant/ constructive possession of
the said premises. The vendee shall henceforth hold, possess and enjoy
the said the vendor or any person (s) on his behalf.

The vendor hereby assure, declare and covenant with the vendee and his/ her/their/ its/ successors – in interest in the said premises as follows.

1. That the, said premises is the absolute and exclusive property of the vendor and the vendor is therefore entitled to convey and transfer to the vendee the full and absolute title thereto, and further that no other person or persons whatsoever have any right. Title, interest., or claim of whatsoever nature in or to the said premises of any part thereof.
2. That the said premises is not subject to any mortgage charge or demand or other encumbrances of any kind in favour of any person/bank/an financial institution whomsoever.
3. That the vendor will fully indemnify and always keep indemnified the vendee and his /her/their/ its successor-in interest in the said premises against any losses monies costs and expenses that the later may sustain pay of to be put to by reason of claim of any kind by any person of persons in derogation of the full absolute and unencumbered title of the purchase to the said premises of by reason of defect of any kind in the title of the vendor to the whole or any of the said premises.
4. That the vendor hereby agree that he shall at the expenses of vendee, sign all further documents/instruments and do all such other acts. Deeds. And things as may be necessary for further of more perfectly assuring the ownership and possession of the said premises hereby conveyed to the vendee by these present.
5. That the undivided share of land specified in schedule "B" property conveyed to the vendee under this deed is calculated on the basis of the value of the said premises in relation to the total value of the -----
----- a multi storied building complex Condominium already sanctioned

by the municipal Corporation -----, Town & Country planning department, ----- Chhattisgarh.

IT IS AGREED BETWEEN THE Vendor and the vendee that the property hereby conveyed is subject to liability of vendee and his/her/their/its heirs,

Executors, administrators successor-in interest and assigns fulfilling and discharging the following obligations namely that the vendee shall

- i. Not put forth independent or exclusive claim right or title over the land on which the said premises is constructed and at is hereby specifically agreed and declared that the land shown in the site plan annexed hereto including the land over which the multi-storied building complex. Condominium has been constructed shall be held jointly by the owners of respective family/ Residential unit owners and amenities and facilities such as drainage light water, lift fire fighting open spaces etc. shall be enjoyed by all the owners in the same manner as have been approved and sanctioned by the municipal corporation / Authorities and shown in the site plan annexed hereto and the same shall be impartial.
- ii. Has/have satisfied himself/herself/ themselves of the title of the property of the vendor and shall not hereafter raise any questions. Claim, objection or demand in respect there of claim any compensation damages on account thereof.
- iii. The vendee has agreed to become a member of an association of Family /Residential unit owners (hereinafter called the Association) and has further agreed to be governed by the bye – laws of the association known as the bye- laws of ----- Condominium

annexed as FXHIBIT – “B” the declaration DT. -----
in prescribed Form No. “A” duly registered in the office of the sub-
registrar ----- Chhattisgarh Prakoshtha
Swamitwa Adhinyam 1976 or any other bye-laws or rules framed by
the Association from time to time.

- iv. The vendee undertake and agree to execute file and register a Declaration in prescribed form No. “B” in terms of section 5(2) of the Chhattisgarh Prakoshtha Swamitwa Adhinyam 1976 Read with Rule 4 of the Competent Authority, Submitting his individual unit conveyed to him by this Deed to the Provisions of the said Act.
- v. Maintain the common facilities and services like lift, passages, stairs. Corridors, water supply lights, drains, fire fighting securities and other properties of common enjoyment and the land upon which the ----- multistoried building complex condominium is constructed shall Maintain by the builder. Builder responsible for the management administration maintenance upkeep of the aforesaid Multi- storied building complex condominium of the common facilities etc. of for any other account thereof.
- vi. Pay to the Association his/her share of the amount towards membership fee and such other charges for the management and administration of the common services and insurance premium and taxes leviable on the entire premises. The vendee alone shall be liable and responsible for payment of all levied, rates, taxes, assessment dues. And duties levied assessed of payable to the municipal Authorities of other State or Central or any concerned body or authorities in respect of the said premises form the date of delivery of the possession.

- vii. Carry on all internal repairs of the said premises and maintain it in a good conditions. State order and repair and shall not do or suffer to be done anything in or upon the above said multi-storied building complex Condominium or the said premises which any be against the Rules / or Bye-laws of Municipal Corporation of -----
----- or The Association/ Society of Owners of the Family / Residential unit Owners in the aforesaid building complex and shall be liable for the consequences thereof.
- viii. Has absolutely no objection of whatsoever nature in regard to the construction of upper Floor (S) and will actively cooperate and extend help in this regard the in- convenience (S) that may be caused during such construction and all the ancillary works pertaining to be same such s gathering of men and materials, putting up scaffoldings, laying of wires pipes, drains spilling of cement of construction materials etc. shall not be objected.
- ix. Not be allowed to transfer, convey or alienate the said premises without clearing of all dues or taxes and payment to the Association and shall obtain a NO DUES CERTIFICATE from the Association.
- x. Be entitled to raise or put up or construct partition wall of 4".0 thickness only in the said premises provided that the vendee shall obtains the previous written permission of the Association of the above named ----- complex.
- xi. Not make any encroachment or place obstacles or store any goods. Or display any boards or sign boards or park any vehicles two wheelers for four wheelers of cycles in the common areas, roads, passages, or otherwise disturb the areas, roads, passages, and facilities but keep them free for use of all the owners or/ occupants in the said building

complex. The vendee shall see to their personnel or employees/ representatives etc. do not park their vehicles, scooters, motor, cycles, cycles, cars in the common areas roads, passages of the aforesaid building complex and keep them free for use of all persons.

- xii. Not be entitled to change the elevation nor to put or fix boards, hoardings advertisement boards, above the height of the roof ceiling or below the floor level of the said premises and shall see the the said boards hoardings, advertisement are within the space of the said walls of the said premises and do not extend beyond the above limits.
- xiii. Not be entitled to demolished or cause to be demolished any of the said building complex or the said premises or part there of nor will he/ she/ them it make or cause to be made at any time new construction of whatsoever nature in the said building or any part thereof. Nor make any addition. Alteration of renovation in the said premises.
- xiv. Not be entitled to claim any right in the ground floor ceiling (unless purchased) nor in the terrace nor in the set backs nor in the other open spaces of the said multi- storied building complex condominium. Ground floor is reserved f the parking every flat has designed parking area as declare by the builder. For that no any extra charges.
- xv. Has /have taken the physical possession of the said premises after getting the same inspected by competent engineer of his/her/their choice and found that the construction of the said premises and design and plans of the complex under reference in satisfactory and according to sanction plans of Municipal corporation, Town and country Planning Department ----- and has inspected all the necessary Documents permits and other details thereof.

- xvi. Not be permitted to use of sell wine liquor or other intoxication materials, non vegetarian meals whether cooked/ baked or not in the said premises.
- xvii. Not be permitted to do any business of a whatsoever nature within the said premises.
- xviii. Not be permitted to carry any arms, Explosives, Weapons etc. which prohibited under the law. In token of vendee having agreed to abide by the obligations set out supra, the vendee is/ are also signing this Deed. The expression Common Areas & Facilities means and includes the land on which the building is located, roads, foundations, columns, walls, Corridors, roofs, lobbies stairs, staircases passages, entrances land exits, or the building storage place, installations of Central Services, such as water, drainages system, electrical wiring and fittings, motor pumps lift water tanks etc. and in general all other installations existing or may in future be installed for common use but shall not include the set backs, open spaces in the ground and terrace of the upper Floors of the ----- multi-storied building complex Condominium.

This sale deed is made by the giving information & documents of the vendor/Seller of Purchaser documents like B-1 map approved documents by the related govt. office etc.

The stamp Duty and registration charges in respect of the present deed of conveyance have been borne by the seller/purchaser.

SCHEDULE "A"

ALL THAT FAMILY/ RESIDENTIAL UNIT NO -----Block ----- of ---
--FLOOR Admeasuring Super Built – up Area ----- SQ. FT. -----
SQ.MT.in the -----a multi-storied building complex Condominium
situated at ----- , Tahsil and District -----
----- (C.G.) and bounded by :-

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE "B"

An Undivided Proportionate share ----- portion (As
per Prakoshtha) SQ.FT. ALL THAT PIECE OR PARCEL OF LAND admeasuring Area
Khasra No. 424/2, 424/3, 425/3, 426/3, 426/65, 426/2, 426/7, 426/9, 426/11, 426/12,
426/52, 426/53, 426/54at village Telibandha, Avanti Vihar, RaipurTahsil and
District RAIPUR Chhattisgarh Bounded With :-

NORTH :Other Land
SOUTH :Other Land
EAST :Road
WEST :Srishti Park

IN WITNESS WHEREOF, The vendors and the purchaser has sset
their hands to this sale deed/deed of Apartment and signed their names of the
dates and at place first above written.

Date :-

WITNESS:

For, -----

1. Sign. _____

2. Sign. _____

Purchaser

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MORANDUM OF PAYMENT

S.No	Date	Cheque No.	Bank	Amount

 **SANSAR**
BUILDCON PVT. LTD.


DIRECTOR