

SALE DEED / DEED OF APARTMENT

"HARSHIT LAND MARK".

Sale Deed Valued at Rs.....

VENDOR-FIRST PARTY:-

SINGHANIA BUILDCON PVT. LTD.

Amanaka, G.E. Road, Raipur (C.G.) through its Director

Shri Subodh Singhania aged 47 year,

Son of Shri S.L. Singhania,

Residence of Choubey Colony Raipur

Tahsil and District Raipur (C.G.)

Pan No. AAGCS0166A

PURCHASER- SECOND PARTY:-

Shri age..... years

S/o.....

Add. -

.....

For, Singhanian Buildcon Pvt. Ltd. Pan No.


Director

Vendor

Singhanian Buildcon Pvt. Ltd.

(Director)

count....2

Purchaser

(-----)

//2//

DESCRIPTION OF PROPERTY -

APARTMENT NO- Block No. - "A" Built-up Area -
..... Sqft. Super Built-up Area sqft. On Floor of
"HARSHIT LANDMARK" situated at Near Lunkad Petrol Pump, Heerapur,
Raipur in Veer Sawarkar Nagar Ward, Ward No. -1, Raipur Tahsil & Dist.
Raipur (C.G.). The apartment shown bounded by red boundary lines in the map
appended here to the boundary of apartment is as below.

North By	:	-
South By	:	-
East By	:	-
West By	:	-

SALE CONSIDERATION:-

Rs...../- (Rs.....)

Only) the entire consideration of Received by the seller from the purchaser as
per detail given below:-

Date	Cash/ Cheque / DD	Amount	Bank
...../-
...../-
...../-
...../-
Total:-	/-	

For, Singhanian Buildcon Pvt. Ltd.

Vendor

Singhanian Buildcon Pvt. Ltd.

Director

(Director)

count...3

Purchaser

(-----)

//3//

THIS SALE DEED executed at Raipur on this..... day of by
“**Singhania Buildcon Pvt. Ltd.**” through its Director **Shri Subodh Singhania**
Aged 47 year Son of Shri S.L. Singhania, Residence of Choubey Colony, Raipur
Tahsil & Disst.- Raipur (C.G). (Here in after referred to as **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 his heirs, executors administrators, successors in interest and assigns
of the **FIRST PART**; in favour of, aged year S/
o.....**Residence**
of.....

(Hereinafter referred to as **PURCHASER** 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 his/her/their heirs,
legal representatives executors, administrators, partner and assigns of the
SECOND PART:

Note:- Vendor has allredy applied for registration of the project under the real
Estate (Regulation & Development) **RERA** Under Section-4 of the said act.
The proceeding for registration is going on, mean while the vendor has executed
this sale deed to complet the project as per their promises.

WITNESSETH:-

WHEREAS the Vendor firm is owner of the land bearing Khasara Nos. 581/21,
592, Part of 593, Part of 594, 596/3 & Part of 596/4 (Applied in Real Estate
Regulation & Development Act. **RERA** for registration of said project)
Hereinafter referred to as “**THE SAID LAND**”

AND WHEREAS the vendor obtained sanction from concerned Govt.
Departments and local bodies for the Construction of multi-storied building/
complex on the said land.

count...4

Vendor
For, Singhania Buildcon Pvt. Ltd.
Singhania Buildcon Pvt. Ltd.

Director

(Director)

Purchaser

(-----)

//4//

AND WHEREAS the vendor has already commenced construction on the parcel of land described above of multi-storied building complex consisting of multiple floors according to the plans duly approved by concerned Govt. Departments.

AND WHEREAS the vendor has submitted the aforesaid properties to the provisions of Chhattisgarh Prakosta Swamitwa Adhiniyam, 1976 by duly executing and registering a declaration in prescribed form no. A in the office of the Sub-Registrar, Raipur and Registered in the Register of Declaration and Deed of Apartment at Book Number **AD-1**, Vol. No. **71453** Page Nos. **40 to 101** S.No. **168** on **09-08-2016**.

AND WHEREAS, BY and under the agreement to sale dated executed by and between the vendor herein and the purchaser (s) herein, it was witnessed that the vendor shall sell and the purchaser (s) shall purchase apartment No. on the **Floor** of Built-up area Sqft. Super Builtup Area Square Feet/ Square meter a multi-storied complex known as 581/21, 592, Part of 593, Part of 594, 596/3 & Part of 596/4 (Applied in Real Estate Regulation & Development Act. **RERA** for registration of said project) Condominium and which has been referred to as the SAID PROPERTY in the said agreement to sell and described in the schedule appended to the said agreement to sell and it is herein after referred to in this deed as the said premises. At present the said premises is incomplete and it should be completed by the vendor after receipt of the balance consideration as per terms and conditions of the agreement.

More particularly described in the Schedule "A" to this Deed of sale/ Deed of apartment and delineated in red colour in the plan annexed hereto.

AND WHEREAS the purchaser has in pursuance of the terms of the agreement and paid to the vendors the amount payable under the aforesaid agreement, namely

count...5

For, Singhania Buildcon Pvt. Ltd.
Singhanian Buildcon Pvt. Ltd.
Director

(Director)

Purchaser

(-----)

//5//

the sum of Rs./- (Rs.....
..... **Only**) paid by the purchaser to the vendor in part payment of the sale consideration the receipt of which, the vendor do hereby admit and acknowledge, the vendors do hereby sell, convey, grant, transfer and assign to the purchaser free from all encumbrances, ALL THAT apartment/ family unit bearing No.- on **Floor** of of "**HARSHIT LANDMARK**" Heerapur, Raipur, condominium Raipur situated at Heerapur, Raipur (described in greater details in the Schedule "A" appended hereto and delineated in red colour in the plan annexed hereto, herein after referred to as "The Said Premises" together with all the proprietary rights, title interest estates, property and easements whatsoever of the vendor in, to or upon the said premises and every part thereof, and also together with the fixtures, fittings, appurtenances, benefits, privileges and advantages belonging to or reputed to belong thereto **TO HAVE AND TO HOLD** the said premises hereby conveyed and transferred to and to the use of the purchaser his/ her/ their/ its heirs, successor/ in- interest representatives and assigns absolutely. The property hereby conveyed also include the rights to an undivided share in the piece and parcel of the land described in the Schedule "B" appended hereto, to hold jointly by the owners of the respective premises of the condominium with all the common amenities and facilities set out therein.

At present the vendor is not delivering the possession of the said premises as it has not been completed. The possession of the said premises will be delivered after its completion as per terms and conditions of the said agreement of the said premises. The purchaser shall hence forth hold, possess and enjoy the said premises as absolute and exclusive owner without any let, or hindrance from the vendor or any person (s) on their behalf.

For, Singhanian Buildcon Pvt. Ltd.
Vendor

Singhanian Buildcon Pvt. Ltd.
Director

(Director)

count...6

Purchaser

(-----)

//6//

The vendor hereby assures, declare and covenant with the purchaser 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 purchaser the full and absolute title thereto and further that no other person or person whosoever have any right, title, interest, or claim of whatsoever nature in or to the said premises or any part thereof.
2. That the vendor will fully indemnify and always keep indemnified the purchaser and his/ her/ their its successor-in-interest in the said premises against any losses, monies, costs and expenses that the latter may sustain pay or to be put to by reason of any claim of any kind by any person or persons in derogation of the full, absolute and unencumbered title of the purchaser to do the said premises or by reason of any defect of any kind in the title of the vendor to the whole or any part of the said premises.
3. That the vendor hereby agree that they shall at the expenses of purchaser, sign all further documents and papers and do all such other acts, deeds and things as may necessary for further / or more perfectly assuring the ownership and possession of the said premises hereby conveyed to the purchaser by these presents.
4. That the undivided share in Schedule "B" property conveyed to the purchaser under this deed is calculated on the basis of the plinth area of the said premises in relation to the total plinth area of floor space index of the entire "**HARSHIT LANDMARK**" condominium Raipur (including the plinth area of further construction yet to be put up in future).
5. Purchaser shall not be allowed in the "**HARSHIT LANDMARK**" condominium to open any shops over the said property purchaser shall

For, Singhanian Buildcon Pvt. Ltd.

Vendor

Singhanian Buildcon Pvt. Ltd. Director

(Director)

count...7

Purchaser

(-----)

//7//

only use the said premises his/her residence he/ she has no right to use the said premises other then residence which vibrates the building complex and the above condition shall applied to every future transfer of the said premises.

6. The vendor has exclusive right to allot the parking area in ground Floor of all the block to owner and occupier of all the blocks after payment of necessary charges on the basis of first come first serve the owner or occupier or association have never been any right to allot or transfer the parking area to any of the owner or occupier of all the blocks.
7. Due to unavoidable circumstances the vendor will have the right to stop work any time for any reason without notice to the purchaser. Purchaser will not be able to compel the seller to complete the constructions works.
8. Fully furnished meeting hall & fitness center with few essential equipment of exercise is the exclusive property and possession of the builder. The builder can allot or give license to any of the owner / occupier of all the blocks after payment of requisite charges to the builder and prior written permission.
9. All the roads get and other public utility would always be used by the builder for his other adjacent land granter has also right to give, allow and create the right of using the said road and get of their access owner and occupier of the adjacent land.
10. No Owner/Occupier of the apartment has right to keep the any type of pets in the apartment or the premises of the **"Harshit Landmark"** condominium.
11. Sinking Fund will be transferred to the society without interest after 45 days from the formation of society by Grantor.

For, Singhania Buildcon Pvt. Ltd.
Vendor
Singhania Buildcon Pvt. Ltd.
Director

(Director)

count....8
Purchaser

(-----)

//8//

IT IS AGREED BETWEEN the vendor and purchaser that the property hereby conveyed is subject to the liability of purchaser and his/ her/ their/ its heirs, executors, administrators, successors-in-interest and assign fulfilling and discharging the following obligations namely, that the purchaser shall:-

- i. Not put forth any independent or exclusive claims, right or title over the land on which the said premises is constructed and it is hereby specifically agreed and declared that the land shown in the site plan annexed hereto including the land over which the building are under construction or have been constructed shall be held jointly by the owners of the respective apartments. and amenities and facilities such as drainage, light, water, lift, staircase and garden the open places shall be enjoyed by all the owners in the same manner as have been approved an sanctioned by the Municipal Authorities and shown in the site plan annexed hereto and the same shall be impartibly.
- ii. Has/ Have satisfied himself / herself / themselves of the titles of the property of the vendor and shall not here after raise any question, claims or demands in respect thereof or claims any compensation or damages on account thereof.
- iii. The purchaser has agreed to the formation of the association of apartment owners to be governed by the Bye-laws of the Association known as Bye-Laws of "**HARSHIT LANDMARK**" Condominium Annexed as Exhibit "B" in the Declaration dated **09-08-2016** in prescribed form No. "A" registered in the office of the Sub-Registrar, Raipur at S1.No **168** and also by all the provisions of the Chhattisgarh Prakoshtha Swamitva Adhiniyam, 1976 or any statutory reenactment or modification thereof for the time being in force or any other Bye-Laws or Rules framed by the Association from time to time. However, the vendor will not be obliged

For, Singhanian Buildcon Pvt. Ltd.

Vendor

Singhanian Buildcon Pvt. Ltd.
Director

(Director)

count...9

Purchaser

(-----)

//9//

to join the association of the apartments in respect of unsold portion of the saleable constructed space in the complex.

- iv. The purchaser (s) undertakes and agrees to execute, file and register a declaration in prescribed form no. B in terms of section 5(2) of the Chhattisgarh Prakoshtha Swamitva Adhiniyam 1976, read with the rule 4 with the competent Authority submitting his individual apartment conveyed to him by this deed to the provisions of the said Act.
- v. Maintain the common facilities and services like lift, corridors, passages, staircases, roads, drainage, water supply, electricity water harvesting system, fire fighting system power backup, overhead tank and other properties of common enjoyment and the land upon which the said condominium is constructed shall vest jointly in the owners of the various apartment and shall be maintained managed and administered collectively by the said owners of the various apartment by the Association that may be formed by the owners. The vendor shall in no manner be liable accountable or responsible for the management, administration, maintenance or up keep of the aforesaid building or the common facilities etc. or for any other account whatsoever. But prior to the formation of the association vendor is authorised to charge annual maintenance charges on the basis of per sqft of super built-up area. If any flat owner/tenant is not giving the maintenance charges for continue 03 month, than the Grantor/society having right to withdraw the services of said family unit.
- vi. The purchaser shall always allow the vendors and / or the Association of apartment owners of "**HARSHIT LANDMARK**" condominium to enter upon the said premises for carrying out any repairs or for the maintenance of common facilities like sanitation, electrical installation etc. passing through the said premises.

count...10

Vendor
For, Singhania Buildcon Pvt. Ltd.
Singhania Buildcon Pvt. Ltd.

Director

(Director)

Purchaser

(-----)

//10//

- vii. Pay to the Association his / her / their share of the amount towards membership fee and such other charges for the management and administration of the common services and insurance premium that may be livable on the entire premises. The purchaser (s) alone shall be liable and responsible for payment of all levies, assessed or payable to the Municipal Authority or other state or central or any other concerned body or authority in respect of the said premises from the date of the delivery of possession.
- viii. Carry on all internal repairs of the said premises and maintain it in good condition, state order and repairs, and shall not do or suffer to be done anything in or upon the above said building complex of the said premises which may be against the rules and bye laws of Municipal Corporation of Raipur or the Association / society of owners of the other apartment owners in the above said building complex and shall be liable for the consequences thereof.
- ix. Have absolutely no objection of whatsoever nature in regard to the construction of upper floors and will actively co- operate and extend help in the said regard. The inconvenience (s) that may be caused during such construction and all the ancillary works pertaining to the same such as gathering of men and materials, putting up scaffolding, laying of wires, pipes, drains spilling of cement or construction material etc. shall not be objected.
- x. Not to be allowed to transfer, convey or alienate the said premises without clearing of all dues or taxes of Vendor (builder) and shall obtain a No dues certificate from the Vendor (builder).
- xi. Be entitled to raise or put up or construct partition walls of 4-1/2 thickness only in the said premises, provided the purchaser obtains the previous

count...11

Vendor
For, Singhania Buildcon Pvt. Ltd.
Singhania Buildcon Pvt. Ltd.


Director

(Director)

Purchaser

(-----)

//11//

written permission of the Association or builder of the above named building complex.

xii. Not to make any encroachment or place any obstacles or store any goods or display any boards or sign boards or park any vehicles scooters or cycles in the common area, roads and passages or otherwise disturb the areas, roads, passage and facilities, but keep them free for use by all the owners or occupants of other apartments occupants in the said building complex. The purchaser (s) shall see to it that their customers / client / personnel or employee / agent / representatives etc. do not park their vehicles scooters or cycles in the common areas, roads and passage of the above named building complex and keep them free for use by all persons.

xiii. Not be entitled to change the elevation, 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 that the said boards hoardings or advertisements are within the space of the said walls of the said premises, and do not extend beyond the above limits.

xiv. Not be entitled to demolish or cause to be demolished any part of the said building or the said premises or portion of the same, nor will he / she / they / 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 or alterations in the said premises.

xv. The purchaser shall not be entitled to claim any rights in the seller (unless purchased) nor in the terrace of any floor of the said building complex. The vendor shall have unfettered and unrestricted right to make sub division of flats, and apartment in the building complex at any time to transfer and sale different portions of such flats, apartment etc. in the said building

count...12

For, **Singhania Buildcon Pvt. Ltd.**
Singhania Buildcon Pvt. Ltd.

Director

(Director)

Purchaser

(-----)

//12//

complex to different transferees, the purchaser shall have no right to challenge such division of the flats, shops, apartments etc, in the said building complex.

- xvi. Has / Have taken the physical possession of the said premises after getting the same inspected by himself/herself and found that the construction of the premises and the design and plans of the complex under reference is satisfactory and according to sanctioned plan of Municipal Corporation of Raipur and has inspected all the necessary documents permits and other details thereof.
- xvii. The purchaser shall not use the said premises for any purpose other than the purpose for which it is allowed by the Municipal and other authorities nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the other owners and occupiers of the said multi-storied building nor for any illegal or immoral purposes. The purchaser shall keep the said premises always insured against all risks, including the risk of fire, riots, earthquake, civil disturbance or commotion, floods, tempests etc at his own cost. The purchaser shall use the premises for lawful purpose only and shall not do or cause to be done or suffer to be done any act deed or thing whereby the vendors rights, title or interest in the said land is jeopardized or otherwise adversely affected or whereby the vendors are exposed to the liability by way of additional or extra insurance premium or any hostile claim suit or proceeding or other action and purchaser agrees and undertakes to indemnify and keep indemnified the vendors in this regard.
- xviii. The purchaser shall at no time demand partition of his interest in the said building and/or the said premises it being agreed and declared by the purchaser that his interest in the said property is impartibly.

count...13

For, Singhanian Buildcon Pvt. Ltd.

Vendor

Singhanian Buildcon Pvt. Ltd.

Director

(Director)

Purchaser

(-----)

//13//

- xix. The purchaser shall not use the common area, open area of the condominium for washing car, scooter or other things.
- xx. The purchaser shall use the internal road only for driving of the vehicle and shall use for any other purpose and shall not obstruct and create problems.
- xxi. It is agreed, understood and declared that the vendors shall not be liable for any loss, damage or costs in the event of any injury, loss or damage being caused to the purchaser or his employees, servants, agents, customers, visitors in any manner whatsoever.

SCHEDULE – A

That entire apartment/family unit bearing no..... **Block- A** in.....
Floor of Block no.- admeasuring Built- up Area Super Built-
up Area Square Feet/..... Square meter in the building known as
“**HARSHIT LANDMARK**” Heerapur, Raipur (C.G.) bounded in the:-

North By	:	-
South By	:	-
East By	:	-
West By	:	-

SCHEDULE – B

An undivided proportionate share in **ALL THAT PIECE AND PARCEL OF LAND** comprised in Khasra Nos. 581/21, 592, Part of 593, Part of 594, 596/3 & Part of 596/4 (Applied in Real Estate Regulation & Development Act. **RERA** for registration of said project) covered by “**HARSHIT LANDMARK**” condominium, Heerapur, Raipur C.G.

For, Singhania Buildcon Pvt. Ltd.
Vendor
Singhania Buildcon Pvt. Ltd.
Director

(Director)

Purchaser

(-----)

//14//

IN WITNESSES, THE VENDOR AND THE PURCHASER (s) have set their hands in this sale deed of apartment and signed their names on the date day of and at place first above written.

Singhania Buildcon Pvt. Ltd.

WITNESSES:-

1.

.....

.....

.....

2.

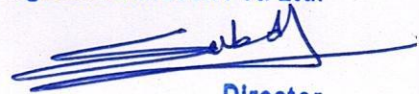
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DIRECTOR

For, Singhania Buildcon Pvt. Ltd.


Director

PURCHASER

Drafted by: -

Manish Shrivastava/ Sachin Shrivastava
Advocate, Raipur(C.G.)