

COST OF FLAT :- Rs. _____ .00

MULTI STORIED FLATS SALE - DEED

This Indenture made this _____ day of _____ between the Chhattisgarh Pradesh Griha Nirman Mandal, Raipur a body corporate under the C.G. Griha Nirman Mandal Adhiniyam 1972) acting.

Through its Housing Commissioner here in after called The "Vendor" which expression shall include, where the context so admits, his assigns and successors of the part and **SHRI/SMT** _____ **D/O, W/O, S/O** _____ **AGE ABOUT** _____ **YEAR (Full address)** _____

--- (here in after called the "Vendee" which expression shall include, where the context so Admits, his heirs, executors, Administrators and assigns) of the other part.

Whereas the Vendor and the Vendee have agreed respectively to sell and purchase a House Accommodation Apartment – **BLOCK NO.** - _____ of a building named **FLATS** Constructed by the Vendor on **FLAT/EWS NO.**- _____, _____ **FLOOR** Situated at _____, _____, _____ **P.H. NO.**- _____, **KHASRA NO.**- _____ [Locality] Raipur Tehsil of Raipur District more Particularly described in schedule here to annexed and for greater clarity delineated on the plan attached herewith and thereon colored in Green (hereinafter called as "the dwelling House")

NOW THIS DEED HEREBY DECLARES AND WITNESSES AS FOLLOWS:-

- (1) That the dwelling House is an apartment bearing No. **Flat/ NO. EWS- -----**, -----, ----- **FLOOR in the building named BLOCK NO.- -----**, -----, **EWS FLAT ----- RAIPUR** Constructed by the Vendor on land owned by it. The Vendor hereby agrees and undertakes to execute a lease deed separately in favor of all the Co- Vendees or an Association of them pertaining to the land involved in the demised Dwelling House which land shall be peaceably held and enjoyed by the Vendees in terms there of .
- (2) That the Dwelling House is Vendor's absolute property and it is free from any encumbrances whatsoever.
- (3) That in consideration of **Rs. ----- .00 (RS. -----) ONLY WHICH INCLUDE THE AMOUNT OF PREMIUM OF THE LAND** on which the dwelling house is constructed paid to the Vendor by the Vendee, the Vendor here by transfers to the Vendee the dwelling house, and hereinafter the dwelling house shall be peaceably entered into and peaceably enjoy by the Vendee accept for any lawful interruption or disturbance by the Vendor or any person law full claiming to do so under this Deed.

Not with standing the transfer of the titled of the Dwelling House in favour of the Vendee the land pertaining to the said Dwelling Housed shall always remain on lease and it shall be the liability of the Vendee to pay the proportionate lease rent therefore along with other Co-vendees. As fixed by the Vendor from time to time beyond the date of this indenture.
- (4) The lease rent fixed by the Vendor shall be shared by the Co-Vendees of different portions of the building in proportion of the cost of the plot involved in the allotted flat, at the time of cost fixation.
- (5) That the Vendee takes the dwelling house as it is with full and definite knowledge of the nature and condition of the construction of the accommodation and amenities provided in the dwelling house and he shall not raise any objection later on with regard to it and shall not claim any damages or compensation from the Vendor on that account or on account of any injury or lose that may be caused by fire, accident or from any other cause whatsoever.

- (6) That the Vendee shall use the Dwelling house for residential purpose only and shall neither use nor allow its use for any other purpose, whatsoever.
- (7) The Vendee shall not, without prior permission of the Vendor transfer this property by sale, mortgage, gift or assign it or alienate it in any manner (except on rent or license) for a period of **One years** from the date of the taking possession of the property from vendor.
- (8) The Vendor undertakes to transfer the rights on the common portions and common services, passages, stairs, surrounding open covered spaces and excluding any land on the ground floor that may be allotted along with the ground floor apartments as private garden area on lease hold basis to a registered society constituted under the provisions of the C.G. Prakoshtha Swamitva Adhinyam 1976 by the co-vendees of the building, which shall absolve the vendor of all the liabilities of services and sanitation and sanitation of the same. The Vendor will charge common service charges till the Society/ Association is so constituted and thereafter the same shall be levied and recovered by the Society Association so constituted.
- (9) That the Vendee hereby undertakes and agreed that he shall at no time alter, modify, replace, damage, demolish or built or cause to be altered modified, replaced, damaged, demolished or built the Dwelling house as any of its constituent walls or basement or harm to the adjoining property of other co-vendees including passages, stairs and the surrounding open/ covered spaces as the case may be, and he further agrees not to made any construction thereon. The registered society referred to in clause-8 of an Association of Co-Vendees shall also not make any construction of the above said premises; any contravention of this covenant shall be remediable by mandatory or other injunctions.
- (10) In case, however the dwelling house needs modifications or substantial/new construction work, the Vendee shall make an application to the vendor (Through the society or Association, when constituted) who shall either refuse permission or grant permission with such conditions as may be deemed necessary and shall have the right to supervise and inspect the work.

- (11) The Vendee shall have the right of use of the common portion and services, passages, stairs and surrounding open / covered spaces forming part of the building, subject to the terms and conditions laid down by the vendor and excluding any land on the ground floor apartment as private garden area, and the rules and regulations for the time being in force in this respect.
- (12) If the Vendee use the common services or common portions, passages, stairs etc. In such a way as to cause damage or deterioration or malfunctioning or the same, the vendee shall pay to the vendor, or to the Society/Association when constituted, the expenses of rectification of such damages, provided that in case of dispute as to who is responsible for such payment, the decision of the Vendor (or of the Society/Association, when constituted) shall be final and binding on the Vendee and other Co-vendees.
- (13) The ownership and Management of the Common portion and common services, passages, stairs, surrounding open/covered spaces shall be governed, and the dispute shall be settled, under the provisions of the relevant law in force from time to time regarding ownership of apartments as amended from time to time to be made applicable in this respect.
- (14) That the matter relating to the occupation, use and enjoyment of the property hereby demised and/or the other portions of the entire building shall always remain governed by the provisions of law in force from time to time and the disputers, if any arising there from in between and amongst other vendees of the entire building shall be settled and decided upon in accordance with the provisions of law prevalent on the relevant date.
- (15) That henceforth the Vendee shall from time to time and at all times pay and discharge all taxes, charges and rates etc. of every description which are now charged or which might be chargeable or imposed on the dwelling house to future.
- (16) In case allottee is allotted any additions/extra land on the ground floor, the Vendee shall use such additional land only for the purpose of kitchen garden. The Vendee shall not be allowed for any kind of temporary or permanent construction of such extra/additional land.
- (17) Vendee has get no right to erect any construction on the Roof of allotted Shops/Flats/Quarters right on be roof of the shop/Flat /Quarter will remain with Housing Board.

SCHEDULE

GROUND FLOOR BLOCK NO.- -----, EWS. FLAT NO. -----
-----, GROUND FLOOR Situated in ----- FLAT -----
-----, ----- P.H. NO.- -----, PART KHASRA NO.- -----
-----, ----- TEHSIL AND DISTT. ----- (CHHATTISGARH)

(A) DIMENSIONS ON ENTIRS ENCLAVE /BUILDING PLOT

Measuring N to S on the Eastern Side	-----	----- SQM
Measuring N to S on the Western Side	-----	----- SQM
Measuring E to W on the Northern Side	-----	----- SFT
Measuring E to W on the Southern Side	-----	

(B) BOUNDARIES

On the N by	-----	-----
On the S by	-----	-----
On the E by	-----	-----
On the W by	-----	-----

**(C) Proportion in percentage of this Apartment of the entire plot Plinth Area --
----- Sqm. OR ----- sqft.**

In witness where of the parties here to have **signed this SALE DEED** on the day, month and year here in above.

WITNESSES :-

1. **(SIGNATURE OF VENDOR)**

2.

1. **(SIGNATURE OF VENDEE)**

2.

A G R E E M E N T

This Agreement Made this ----- day of -----
between **SHRI/SMT** ----- **D/O, S/O,W/O** ----
-----, **AGE ABOUT** -----
YEAR (Full address) -----

(Hereinafter called The "Lessee" which Expression shall, where the Context so admits include his successors and Assign) on the part and the **Chhattisgarh Pradesh Griha Nirman Mandal Adhinyam 1972**, acting through its **Housing Commissioner** (Hereinafter called the "Lessor") (Which Expression shall where the context so admits Include its Successors in office) of the other part.

2. Witnesses and agreed to that in consideration of the premium of the land on which the House constructed by the Griha Nirman Mandal and sold to the leasee, standing being paid us part of the purchase price of the House, and of the rent hereinafter reserved and of the convenient on the part of the part of the leasee hereinafter contained, the lessor hereby demised to the lessee all that piece of Land containing by **Measurement** ----- **SQM OR** -----

----- **Sqft. Plot/ Flat** ----- **FLAT** -----
FLOOR, BLOCK NO.-----, **AT HOUSING BOARD** -----
----- **P.H. NO.-** -----, **PART KHASRA NO.-** -----

----- (Locality) Raipur Tehsil Raipur Distt. Raipur (**C.G.**) more particularly described in Schedule here to annexes and for granted clearness delineated on the plan attached herewith and thereon coloured in Red (Hereinafter called the "Land") to hold the same for the term ending on the last day of the month of ---
-----.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:-

1. That the lessee has also agreed to pay, whenever called upon by the lessor to do so, such further sum or sums as might be required to completely pay up the awarded compensation or the enhanced compensation, if there be a reference to the (**Civil Court**) together with the charges for development/ improvement of the land as finally determined by lessor.

2. i. The lessee shall pay the yearly ground rent of **Rs. _____**
____.00 (Rs. _____) clear of all deduction on or before
the first day of _____ in each Year at the office of the lessor, the
first of Such payments to be made on the first day of _____ of
the _____.

ii. Providing along that if the lessee pays **yearly ground rent of 11
(Eleven) years** in lump sum at any time during the period of lessee, it shall be
deemed to be full payments of the yearly ground rent up to the end of the terms
herewith granted, and the lessee shall not thereafter be liable to pay further
ground rent.)

3. The lessee shall from time to time and all times during the said term pay
and discharge all rents, taxes, charges, and assessment of every description
which are now or at any time hereafter during the said term be assessed
charged or imposed upon the said land or upon the lessor or occupier in
respect there of by the Municipal Corporation of the place concerned or by the
State Government or by any other Local Authority.

4. The lesses shall not made any excavation upon any part of the said land
or remove any stone stand, gravel, clay or earth there from except for the
purpose of any permitted erection, and in doing so the leasee shall exercise
reasonable care to ensure that the foundations of any of the building on the
adjoining plots are not thereby adversely affected.

5. The lessee shall maintain of the demarcation of the site in proper order.

6. The lessee shall permit the lessor or any person appointed by it
reasonable time of the day during the term of this agreement, to enter into and
upon the land and to inspect the site thereof.

7. The lessee shall permit the lessor or any person nominated by it or any
servant or contractor of the lessor to enter into and upon the land with such
workmen as may be necessary for the purpose of laying, repairing, or replacing
a water pipe line, a sewer line, or an electric supply line or any service line and
for any work connected therewith as also for the purpose of making any
connection to the other buildings from the service lines laid in the said land.

8. The land shall be used only for the purpose of construction of residential
house and for no other purpose.

9. The land shall not be alienated, on encumbered charged in any manner
whatsoever, so as to cause division therein or to alter the nature of this
Agreement without prior permission of the lessor.

10. The lessor shall in no case assign, relinquish, mortgage, transfer or part with the possession of any portion less than the whole of the premises nor cause any sub division there of by meters and bounds or otherwise, and if the lessee want to transfer, relinquish or assign, lessee's interest in the land demised or buildings standing thereon or born, he shall do it only as a whole and that too after obtaining permission of the lessor in writing for the same and every such transfer assignment or relinquishment or the whole of the demised land or buildings or both shall be only for the relinquish or assign, less this agreement and the permitted transfer or assignee, as the case may be shall be bound by all the covenants and condition herein obtained and be answerable to the lessor in all the respect there of.

Provided always that the lessee or his permitted transferred of assignee as the case may be shall deliver as his own expense to the lessor at its office an attested copy of the assignment relinquishment or transfer deed, as the case may be together with the notice thereof within a month of the date of such deed, which shall have been duly registered by it under the Indian Registration Act or any other amending stature.

3. The lessor covenant that the leasee paying the rent hereby reserved and performing and observing the terms and conditions herein contained shall peacefully hold and enjoy the said land during the said term except for any lawful interruption or disturbance by the lessor or any person lawfully claiming under it.

Provided that of the said rent of any part thereof shall at any time be in arrears and unpaid for one calendar month next after the date whereon the same have become due, whether the same shall have been lawfully demanded or not, as also upon the breach of non-observance by the lessee of any of the conditions in this agreement, the lessor may notwithstanding the whatsoever of any previous cause of right of re-entry enter upon the said land and repossess it as of this demise had not been made the lessee in such case being entitled within three calendar month from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of the demise, shall have been erected or affixed by it upon the said land.

Provided further that when any cause or right of re-entry arise under the forgoing provision, it shall be lawful for the lessor as consideration for every non-exercise of the power of re-entry up to receive from the leasee a sum of money not exceeding Rs. 500.00 (Rs. Five Hundred only) as the lessor (whose decision shall be final) may fix in this regard.

Provided also that when any cause or right of re-entry arises under the first provision upon breach or non-observance of the conditions of clause (i) hereof, in respect of erection, re-erection, additions or alteration, it shall be lawful for the lessor to ask lessee to demolish or alter the un-authorized construction as it may deem necessary within a reasonable time, as a consideration to the non-exercise of the power or re-entry instead or receiving a sum of money as provided above, in case of any failure on the part of the lessee to demolish or alter the unauthorized construction, as the case may be, at the expense of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor this amount as the lessor (whose decision shall be final) shall fix in that behalf.

4. The lessor covenants that it shall at the end of the term hereby granted and soon from time to time thereafter at the end of each successive further terms of 30 (Thirty) years as shall be granted at the request and cost of the lessee executed them a renewed lease of the said land for term of 30 (Thirty) years.

Provided that the ground rent may be enhanced for the grant of every renewed term of lease and that every such renewed lease shall conditions herein contained as shall be applicable and such other conditions as may be deemed fit by the lessor for the future.

Provided further, the decision of the lessor in respect of the rent to be fixed and the condition to be imposed at each successive renewal shall be final.

5. In case of any difference or dispute arising out of this Agreement between the parties hereto the matter shall be referred to the Secretary to the Government of C.G. in the Housing Department, Raipur under the provisions of the Arbitration Act. 1940 and his decision thereon shall be final and binding on both the parties.

6. Notwithstanding the terms and conditions laid down herein the rules, regulations and bye laws framed under the provisions of the C.G. Griha Nirman Mandal Adhinyam 1972 (as amended from time to time) shall be binding on both the parties.

7. All sums due to the lessee under or by virtue of this Agreement shall be recoverable arrears of land revenue or in any other manner as the lessor may deem fit from the lessee of land revenue or in any other manner as the lessor may deem fit from the lessee.

SCHEDULE

----- FLOOR BLOCK NO.- -----, -----
FLAT NO. -----, ----- FLOOR Situated
in ----- FLAT -----, ----- P.H. NO.- -----
-----, PART KHASRA NO.- -----, ----- TEHSIL
AND DISTT. ----- (CHHATTISGARH)

(A) DIMENSIONS ON ENTIRE ENCLAVE /BUILDING PLOT

Measuring N to S on the Eastern Side	-----	-----
Measuring N to S on the Western Side	-----	-----
Measuring E to W on the Northern Side	-----	-----
Measuring E to W on the Southern Side	-----	-----

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