

Certificate Number.....

Certificate Issued Date .....

Stamp Duty Amount (Rs.) .....

## **SALE – DEED**

Cost of Plot	Rs.	.....
Cost of Building	Rs.	.....
<b>Total</b>		.....

This Indenture Made this ----- day of -----  
between the Chhattisgarh Pradesh Housing Board, Raipur (a body corporate  
under the C.G. Housing Board, Raipur **1972** acting Through its Housing  
Commissioner [here in after called The "Vendor" which expression shall where  
context so admits its assigns and successors] of the part and **Smt/Shri**  
.....W/o, S/o .....  
**Aged About ..... Year ADDRESS OF .....**  
(Here in after called the "Vendee" which expression shall Where the context so  
admits his / her heirs, executors, Administrators and assigns) of the other part.

Where by and **Agreement** executed between the Vendor and the Vendee on the **Date.** ..... the Vendor and the Vendee had agreed respectively to sell and purchase a **House No. ...., ..... Awas Yojna ..... P.H. NO. .... PART K.H. NO.-.....** [Locality or description] ..... in ..... Tehsil of ..... Dist. more Particularly described in schedule here to annexed and for greater clearness delineated on the plan attached here with the there on colored in Red (here in after called as "The House")

**NOW THIS DEED HEREBY DECLARES AND WITNESSES AS FOLLOWS:-**

- (1) That the House is constructed by the Vendor on land leased out to it by the Government of Chhattisgarh Pradesh in the Survey & Settlement Department Raipur. The Vendor hereby agrees and under takes to execute a lease deed separately in favour of the Vendee pertaining to the land involved in the demised House which land shall be peaceably held and enjoyed by the Vendee in terms thereof .
- (2) That the House is Vendor's absolute property and it is free from all or any in cumbrances.

(3) That in consideration of a sum of **Rs. ....** (**Rs. ....**) Which includes the amount of premium of the **land amounting to Rs. ....** (**Rs. ....**) and **Building Rs. ....** (**Rs. ....**) Paid to the Vendor by the Vendee the Vendor here by transfers to the Vendee all that the House is built up of and that here after the House shall be quietly entered into and held and peaceably enjoy by the Vendee who shall also be entitled to receive rents and profits there from (if any) without any interruption whatsoever by the Vendor or any person or body claiming through or under it.

(4) That the Vendee shall use the House for residential purpose only and shall neither use nor allow its use for any other purpose whatsoever.

A. The Vendee shall not without prior permission of the Vendor Transfer property by sale, mortgage, gift assign it or alienate it in any manner for a period of **One year** form the date of taking possession of the property from vendor.

(5) That the Vendee shall not make any alteration and or modification in the House as to its elevation or plan without prior approval/permission of the Vendor in writing.

(6) That hence for the Vendee shall from time to time and at all times pay and discharge all taxes charges, rates, etc. of every description which are now charged or which might be chargeable or imposed on the House in future.

## SCHEDULE

House No. ...., .... Awas Yojna Saddu  
Raipur P.H. NO..... PART K.H. NO.-..... (Locality or description)  
Raipur in Raipur Tehsil of Raipur District. Measurement ..... Mtr. Or  
..... Sqft.

**(A) DIMENSION**

Northern Side - ..... Mtr.  
Southern Side - .....Mtr.  
Eastern Side - .....Mtr.  
Western Side - .....Mtr.

**(B) BOUNDARIES**

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

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

**Date.....**

**WITNESSES :-**

1. Sign.....  
Name.....  
S/o/W/o.....  
Add.....  
.....  
.....  
Mo.....

**(SIGNATURE OF THE VENDOR)**

**WITNESSES :-**

2. Sign.....  
Name.....  
S/o/W/o.....  
Add.....  
.....  
.....  
Mo.....

**(SIGNATURE OF THE VENDEE)**

Certificate Number.....

Certificate Issued Date .....

Stamp Duty Amount (Rs.) .....

## A G R E E M E N T

This Agreement Made this ----- day of -----  
between and Smt/Shri .....W/o, S/o  
..... Aged About ..... Year ADDRESS OF  
..... (Here in after) 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  
**Adhiniyam 1972**, acting through its Housing Commissioner (Here in after  
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 here in after reserved and of the covenant on the part of the part of the leasee hereinafter contained, the lessor hereby demised to the lessees all that piece of Land containing by **Measurement .....** **Mtr. OR .....** **Sqft. House No ....., ..... Awas Yojna Saddu Raipur P.H. NO..... PART KH. NO.-.....** (Locality) **Raipur** Tehsil **Raipur** Distt. **Raipur** more particularly described in Schedule here to annexes and for granted clearness delineated on the plan attached herewith and thereon coloured in Black ( 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. .... (Rupees .....**) 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 Month .....

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 upto 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 thereof by the Municipal Corporation of the place concerned or by the state Government or by any other Local Authority.

4. The lessee shall not make any excavation upon any part of the said land or remove any stone, sand, gravel, clay or earth therefrom except for the purpose of any permitted erection, and in doing so the lessee shall exercise reasonable care to ensure that the foundations of any of the buildings on the adjoining plots are not thereby adversely affected.

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

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

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 relinquishment 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 lawfull 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 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 not withstanding 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 upto 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 lafter 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, i case of any failure on the part of the leasee 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 re-imburs 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 son on from 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 Adhiniyam **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

House No. ...., ..... Awas Yojna Saddu  
Raipur P.H. NO..... PART K.H. NO.-..... (Locality or description)  
Raipur in Raipur Tehsil of Raipur District. Measurement ..... Mtr. Or  
..... Sqft.

**(A) DIMENSION**

Northern Side - ..... Mtr.  
Southern Side - .....Mtr.  
Eastern Side - .....Mtr.  
Western Side - .....Mtr.

**(B) BOUNDARIES**

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

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

**Date.....**

**WITNESSES :-**

1.Sign.....  
Name.....  
S/o/W/o.....  
Add.....  
.....  
.....  
Mo.....

**(SIGNATURE OF THE LESSOR)**

**WITNESSES :-**

1.Sign.....  
Name.....  
S/o/W/o.....  
Add.....  
.....  
.....  
Mo.....

**(SIGNATURE OF THE LESSEE)**