

रध्य प्रदेश MADHYA PRADESH

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## SALE DEED

SALE CONSIDERATION OF THE PROPERTY Rs. 6,25,000/-MARKET VALUE FOR STAMP PURPOSE Rs. 6,97,200/-

### TOTAL STAMP VALUE

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Govt. Stamp Duty	Rs.	34,860.00
Municipal Corporation Duty	Rs.	6,972.00
Panchayat Duty	Rs.	6,972.00
Surcharge	Rs	1,743.00
Additional	Rs.	53.00
TOTAL	Rs.	50,600,00

#### **SELLER/VENDOR:-**

M/s STC ALARK, Bhopal a partnership firm through their Partners – 1. Mr. Ravi Taparia adult S/o Mr. Prabhat Kumar Taparia address - A-2 6<sup>th</sup> floor, Platinum Plaza, Mata Mandir South T.T. Nagar, Bhopal 2. Mr. Shyam Manohar Agrawal S/o Late Shri Narayan Das Agrawal R/o 48, Ramanand Nagar, Bhopal and having their registered office at 48, Ramanand Nagar, Bhopal (M.P.) PAN. ABNFS 6523 N - (DEVELOPER)

#### AND

1. (a) Mr. Vijay Singh (b) Mr. Babulal (c) Mr. Deendayal all adult & S/o Late Gulji R/o Vill. Pipalner, Tehsil Huzur, Distt. Bhopal Through General Power of Attorney Holder – 1. Mr. Sandeep Mohata Adult S/o. Mr. Ballabh Das Mohata R/o. J-203,, Ansal Lakeveiw, Shyamla Hills, Bhopal & 2. Mr. JITENDRA KUMAR PUROHIT adult S/o Shri Komal Prasad Purohit R/o 515, Ramanand Nagar Colony, Bhopal (M.P.) on dated 19/10/2011 bearing Reg.No. 2019 in Sub-Registrar Office, Bhopal which is valid till date

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### **SELLER/VENDOR:-**

M/s STC ALARK, Bhopal - (DEVELOPER)

#### AND

- 1. (a) Mr. Vijay Singh (b) Mr. Babulal (c) Mr. Deendayal all & S/o Late Gulji R/o Vill. Pipalner, Tehsil Huzur, Distt. Bhopal
- Mr. Prabhulal S/o Mr. Bhanwar Ji R/o R/o 2. Vill. Pipalner, Tehsil Huzur, Distt. Bhopal

Through General Power of Attorney Holder - 1. MR. SANDEEP MOHATA S/o. Mr. Ballabh Das Mohata R/o. J-203, Ansal Lakeveiw, Hospital Campus, Idgah Hills, Bhopal Shyamla Hills, Bhopal & 2. Mr. JITENDRA KUMAR PUROHIT S/o Shri Komal Prasad Purohit R/o 515, Ramanand Nagar Colony, Bhopal (LAND OWNER)

Sale Deed

# TA BANTHIA STAMP VENDOR

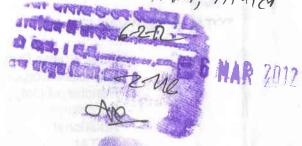
5, Lions Club Hilltop Eye

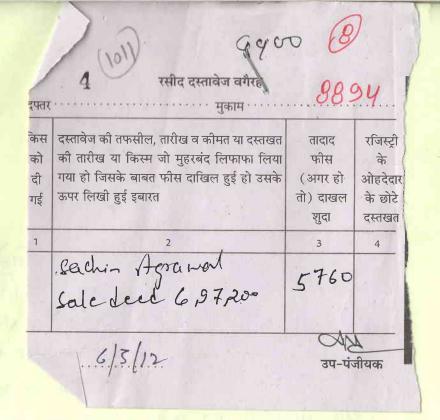
#### **PURCHASER/VENDEE:-**

M/S ALARK BUILDERS & DEVELOPER, Bhopal

भी सामन अस्ताम रीक्स रमा मनाहर







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2. Mr. Prabhulal S/o Mr. Bhanwar Ji R/o R/o Vill. Pipalner, Tehsil Huzur, Distt. Bhopal (M.P.) Through General Power of Attorney Holder — 1. Mr. Sandeep Mohata Adult S/o. Mr. Ballabh Das Mohata R/o. J-203,, Ansal Lakeveiw, Shyamla Hills, Bhopal & 2. Mr. JITENDRA KUMAR PUROHIT adult S/o Shri Komal Prasad Purohit R/o 515, Ramanand Nagar Colony, Bhopal (M.P.) on dated 22/10/2011 bearing Reg.No. 2090 in Sub-Registrar Office, Bhopal which is valid till date (LAND OWNER)

# PURCHASER/VENDEE:-

M/S ALARK BUILDERS & DEVELOPER a partnership firm through their Partner – Mr. Sachin Agrawal adult S/o Mr. Shyam Manohar Agrawal and having their registered office at 48, Ramanand Nagar, Near Gufa Mandir Lalghati, Bhopal (M.P.) Nationality-India PAN – AASFA 7239 F

## **DETAILS OF THE PROPERTY:-**

One Residential Plot situated on Plot No. 62 which is part of khasra nos. 51/1,59, 60/1, 61/1,67/2, 15/1, 16, 18, 60/2, 61/2, 62 & 17 "SIGNATURE PARK" at Gram Pipalner, Patwari Halka No. 4 Revenue Circle condition No. 1 Tehsil Huzur, District, Bhopal in Municipal Ward No. 01, admeasuring 15.25 Mtr. X 7.62 Mtr. Total area of 116.20 Sq.Mtr. and surrounded by the following boundaries and enclosed alongwith this deed and is also a part of this sale deed.

EAST BY :- Plot No. 67
WEST BY :- Campus Ro

WEST BY :- Campus Road NORTH BY :- Plot No. 61

SOUTH BY :- Plot No. 63

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Political

M/s. STC ALARK

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मा संदोप मोराता और भा पालाम दास मोहोता भी गाल रेव और लितेन्ह केमार प्रोहित राज्या को मल अस्गाद पुरोहित ही। 515, रामानंद कार कार्योग मोपाल हारा वाहीसम्म आमित्रमाणित मुं आमि अमे याव तापारमा, और भगम मनोहर आग्राम , अभि विषम सिंद और वालवाम , मी दीनदमाता, भी Y YMIM





्य व व्याख्यक ६५ व वान वीधार हती है कि तथावरिय हा विद्याहत क्रिया पता या और वर्ति गरी धेरी उपस्थिति थे चुकार ब्ल पे ौ जन की प्रधान रखन, बना है है। CA to Conce to and EVER

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1. In sianzam sto m Elezam 1d. इवाहमगंज , मोणल

2 विभिन्न शामा ऽ १० भी १वरवनाम समा 75, CJ - Yian 1971, अमरनाय कालोना, मापाल





- That the Seller is a partnership firm and does the business of Development of the lands Real Estate and building Construction thereon and in this process they have they have executed joint venture agreement of said land and taken possession of the same from various sellers and having acquired the lawful right on the said pieces of land.
- 2. That the Seller has thereafter developed the land and completing a project called "SIGNATURE PARK".
- 3. That the Land Owner is the registered lawful owners of the land in question and are represented through their registered power of attorney holder and by virtue of a joint venture agreement executed between the Seller and the Land Owner on 21.03.2011 & registered on 24.05.2011, the Land Owner have permitted the Seller to make use of their land for the construction and development of the said land and also permitted to sell the same to prospective consumers/buyers and receive due consideration for the sale from the buyers directly towards their respective share/proportion in terms of the Joint venture Agreement.
- That the Land Owner has acquired the land situated at khasra No. 51/1 admeasuring area of 1.30 acres out of 3.00 acres, khasra No. 59 admeasuring area of 1.00 acre out of 1.31 acres, khasra No. 60/1 admeasuring area of 0.12 acres, Khasra No. 61/1 admeasuring area of 0.30 acres, Khasra No. 67/2 admeasuring area of 0.31 acres, Khasra No. 15/1 admeasuring area of 1.64 acres, Khasra No. 16 admeasuring area of 0.61 acres, Khasra No. 18 admeasuring area of 0.28 acres, Khasra No. 60/2 admeasuring area of 0.22 acres, Khasra No. 61/1 admeasuring area of 0.10 acres, Khasra No. 62 admeasuring area of 0.72 acres (total admeasuring area: 6.60 acres) situated at Village Pipalner, Patwari Halka No.4 Revenue Circle Condition No. 2 Tehsil Huzur, District Bhopal, by way of revenue records & vide registered sale deeds, details as under:

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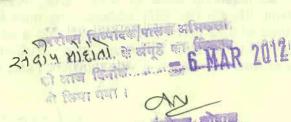
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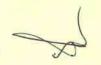












Land Owner	Khasra No.	Area in acres	Registration Date	Registration No
1. (a) Mr. Vijay Singh (b) Mr.	51/1	1.30	Revenue	
Babulal (c) Mr. Deendayal all	59	1.00	records	1,50
adult & S/o Late Gulji R/o Vill.	60/1	0.12		
Pipalner, Tehsil Huzur, Distt.	61/1	0.30		
Bhopal	67/2	0.31		
2. Mr. Prabhulal	15/1	1.64	Revenue	
	16	0.61	Records	
	18	0.28	The second states	
	60/2	0.22		
	61/2	0.10		
	62	0.72		
M/s. STC Alark	51/1	0.69	24/05/2011	1079/8
	59	0.31		.5.00
	17	2.99	24/05/2011	1081/8
	51/1	1.01	09/11/2011	4858/8

And the Land Owner & Seller has lawful right to secure the said land and do the development over the same after obtaining due necessary permissions from the competent authorities in respect of the said land. The Land Owner has also acquired the right of selling of the said property to the prospective buyers and get the sale deed executed in their name by virtue of the said Power Of Attorney.

That the order of diversion has also obtained from the Office of S.D.M Bairagarh (circle), Nazul, Tehsil Huzur Distt. Bhopal to convert the said use of land from agricultural purpose to the residential/ commercial purposes detailed as under:

S. No.	Case No.	Order Date	Area in acres	Khasra No.
1,	5/A-2/2009-10	18/12/09	6.56	15/1, 16, 17, 18,
0	0/4 0/0000 40		5.0.75	60/2, 61/2, 62
2.	6/A-2/2009-10	18/12/09	5.04	51/1, 59, 60/1,
			61/1, 67/2	

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M/s. STC ALARA

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That the Nazul NOC has also obtained from the office of the Collector (Nazul) Distt. Bhopal, detailed as under:

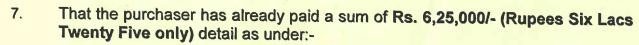
S. No.	Case No.	Order Dated	Area in Acres	Khasra No.
1.	15/Nazul-B/121/09-10	17/12/2009	11.60	15/1, 16, 17, 18, 60/2, 61/2, 62, 51/1, 59, 60/1, 61/1, 67/2

- 5. That the Seller has obtained due permission from the Town and Country Planning vide letter No. 584/LP-11/29/JIKA/NGRANI/2009 dt. 26.09.2009 of area of 20.18 acres and also obtained colony development permission No. 581 dt. 17.05.2010 for area of 11.60 acres from Municipal Corporation for the development of a Colony. That the Seller has also obtained the Permission from Airport Authority.
- 6. That the Seller has developed the said land and named the said project as "SIGNATURE PARK", wherein it is agreed as per the Allotment & Acceptance Letter executed between the parties that the Seller has already provided for the inspection all the requisite documents, copy of the No Objection Certificate, copy of the permission issued by Town and Country Planning, copy of the diversion order and other related documents authorizing the Seller to complete the development without any hindrance and after having satisfied with the title of the property and the right of construction and development of the project, the Purchaser has consented to enter into an Allotment Letter/Acceptance Letter for the purchase of residential plot, the purchaser has agreed to purchase the said residential Plot.

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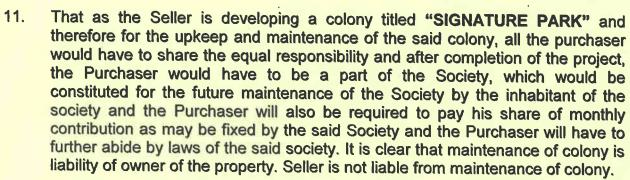
Rs. 6,25,000/- By Cheque No. 024655 Date 02-04-2012 Bank – HDFC Bank Lalghati, Bhopal

towards the total sale consideration of the said Plot as on the date of execution of this sale deed and the Seller has also received the total sale consideration in respect of the said plot and nothing remains to be received towards the cost of the plot except the amount said forth in this sale deed.

- 8. That the purchaser will also make the payment as per Allotment & Acceptance Letter dated 05-03-2011 on the schedule date and in case the Purchaser fails to make the payment of the aforesaid amount at the stipulated period of time, then terms and condition of the said Allotment & Acceptance Letter would be applicable and the Seller would also be entitled to invoke the relevant provisions of the said Allotment & Acceptance Letter.
- 9. That the said land/plot is also free from all encumbrances, charge, mortgage and the said property is not under any dispute in any court of law and there is no suit or proceedings pending in any court of law in respect of the said plot. The property is also not under any guarantee or kept as security in any court of law.
- 10. That the purchaser shall have full right on the said plot purchased but the purchaser would have no right of ownership on the common amenities viz, roads, Parks and other common facilities provided by the Seller for all the inhabitants of the said Colony.

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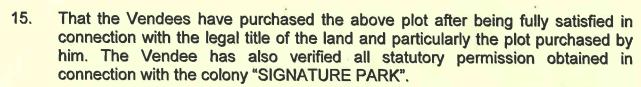
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- 12. That in case any change either in the said colony or in the said unit, is required to be made due to any amendment in law or due to any directions of Competent Authority, the same shall be binding on the Purchaser.
- 13. That it shall be the responsibility of the Seller to pay all the taxes including property tax, revenue tax, mutation tax, service tax or any other tax prior to execution of this sale deed and after the execution of this sale deed, it shall be the responsibility of the Purchaser to bear the same.
- 14. That having received the total sale consideration, the Vendors have sold all its/their rights, title and interest over the aforesaid plot in favour of the Vendee of this Deed on the date of this Deed itself however the development work is not complete and may take some time even after the registration of the Sale Deed. As and when the development work will be completed the Vendor vide a written intimation inform the Vendee and then after the clearance of all the dues shall handover the possession of the plot/house to the Vendees.

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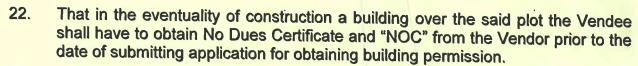
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- 16. That the Vendor shall make arrangements of providing Electricity in the entire colony and shall provide electricity upto the nearby pole of the plot agreed to be sold in favour of the Vendee. However the Vendee shall pay for all expenses towards taking electricity connection from the pole to his/her plot and shall also pay the Electricity Meter charges, security amount, strengthening charges etc. as per the demand made by the Vendor (Developer), on the basis of the demand made by the Electricity Supplying Authority, which will be in addition to the cost of the plot referred to above.
- 18. That it is also made clear that the Vendor shall make arrangements of electrical system i.e. (Transformer, electricity poles) but the actual connection shall be take up by the Vendee at his/her own costs and shall also pay the charges as per bill preferred by MPSEB.
- 19. That water will be made available through the tube well boring, (which is the only source of water) wherefrom on point of water connection will also be provided to this Plot. However the Vendors shall not be responsible for the quality, quantity and time of such supply and for which Vendee shall also liable to pay the amount of Bills thereof to the Vendors/Society/Association of the plot owners.
- 20. That the plot has been sold by the Vendors in favour of the Vendee with the specific condition that Vendee shall use the same only for residential purposes.
- 21. That it is also made very clear that the Vendors have sold the plot only and the Vendee shall have no right over the common areas like roads, gardens, open space etc., in any manner and he shall be entitled to use them commonly along with the other plot owners. However no construction of any kind shall be made by the individual plot owners or association of the plot owners on such common areas.

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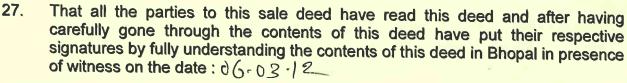


- 23. That on the basis of this sale deed, the Purchaser can get the title mutated in respect of the said property in all the revenue records or official records and the Seller shall co-operate with the Purchaser in this regard. All the expenses for the said transfer would have to be borne in by the Purchaser.
- 24. I/We, the vendor declare, that the property which is being sold by me/us through the attached instrument, has not been sold or transferred in any manner by way of sale, mortgage, or gift etc. by me/us, my/our co owner or my/our attorney till date. I/We shall be fully responsible for the consequences, If it is so found, I/We am/are not committing any breach of Section 22 Indian Registration Act. 1908.
- 25. I/We the purchaser of the above property declare that I/We am/are purchasing the property after fully satisfying my/our self by inspection of Original Title Deeds of the property in possession of the vendor and affidavit of the vendor that he has not transferred the property in any manner till date.
- 26. That Seller and Purchaser both are aware of Rule 36 of M.P. Panjiyan Niyam, 1939 and according to Section 55 Transfer of Property Act the title of property has been inspected by the Purchaser.

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MIS. STC ALSO Shanna



of witness on the date: 06-03-12

WITNESS:
1. (Ravi Taparia)

2. (Shyam Manoha Agrawal)

Developers

2. Vipin Sharma

S/o Vishwanath Sharma

75, C.I. Parkveiw

both Regd. Power of Attorney Holder of – 1. a. Vijay Singh b. Babulal c. Deendayal 2. Prabhulal (LAND OWNERS)

**PURCHASER** 

Drafted on the basis of documents & Information given by both the parties Executants were identified by the Witnesses.

Amarnath Colony, Bhopai

(SACHIN AGRAWAL)
Partner

(Sandeep Kumar Mohata) (Jitendra Kumar Purohit)

M/S ALARK BUILDERS & DEVELOPER

[Naresh Banthia]

Advocate

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Note: There is no cutting in this document.

