

CONVEYANCE DEED

THIS INDENTURE OF SALE executed on this ___ day of _____, 20__.

BY

M/s Bixita promoters and Developers., having its office at Co-operative Colony 2nd Lane, Berhampur, Dist-Ganjam having PAN – AARFB8827D, represented by its Managing Partner **Smt. SWAPNA KUMARI PATNAIK**, aged about 38 years, w/o. Pramod Kumar Patnaik, Karan by caste, resident of Co operative colony lane 2,Berhampur, District – Ganjam (Odisha), as Power of Attorney Holder FOR AND ON BEHALF OF Smt. Bisala Patro, aged about 42 years, W/o. Sri Mahendra Patro, by caste – Kalanji, resident of At. – Big street, Lochapada, P.O. Lochapada P.S. – Berhampur Sadar, Berhampur District – Ganjam (Odisha), vide Regd. G.P.A. I.D. No.612107106 and Document No.10612106916, dated 26.11.2021 registered in the office of Sub-Registrar, Berhampur-1 (here-in-after called and referred as "VENDORS" which expression shall unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, representatives and assigns) of the ONE PART.

IN FAVOUR OF

SRI/SMT. _____, aged about _____ years, S/o./W/o. _____, by caste - _____, by profession - _____, resident of At._____, P.O._____, P.S. _____, District - _____, having PAN - _____(here-in-after called as "PURCHASER" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART .

VALUATION ; Rs...../- (Rupees) only.

WHEREAS, the vendor is the absolute owner in possession of the property described below which she had acquired by means of Regd. Sale Deed No. 10611301963/ 2013 dated 15.03.2013 of of Sub-Registrar, Berhampur-1 and the R.O.R. also stands in her name as per orders of mutation passed in M.C. No. 1809/2013 by Tahasildar, Berhampur and the vendor has got the said property converted from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.676/2017 by Tahasildar, Kukudakhandi and obtained "PATTA" (Record of Rights) thereof and the vendor is in peaceful possession over the same without any dispute.

AND WHEREAS, the vendor has been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Kukudakhandi and obtained receipts thereof.

For M/s Bixita Promoters & Developers

Swapna Kumari Patnaik
Managing Partner

AND WHEREAS, the vendor has formulated a scheme/ project for construction of Multistoried residential apartment over the entire land comprising of independent flats and units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor has constructed the apartment through the Attorney Holder, as per agreement dated 26.11.2021 in the name and style of "**BIXITA'S PADMAVATI GARDEN**" as per Plan sanctioned and approved by the Berhampur Development Authority, Berhampur, vide Letter No. 1739/BeDA, dated 01.10.2021.

AND WHEREAS, for legal necessity and for business, the vendor has expressed his intention to convey and transfer the Flat No. _____ in _____ Floor of Carpet area of _____ Sq.ft, Built up area of _____ Sq.ft and Super Built up area of _____ Sq.ft or Ac. _____ Dec. out of undevided, unpoportionate area of Ac.0.300 Decimals, of the said Residential apartment namely "**BIXITA'S PADMAVATI GARDEN**". The purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such proportionate impartible undivided share in the land with the building including **one Car Parking place** on Basement/ Ground floor for a consideration amount of Rs...../- (Rupees) only.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In consideration of an amount of Rs...../- (Rupees) only has been paid by the purchaser to the vendor, the receipt of which the vendor has acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the proportionate independent duplex house in the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the purchaser shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and forever and the vendor do hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchaser, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the land with the building as indefeasible owner thereof without any let, interruption , claim or demand whatsoever from or by the vendor or any person claiming any title or amount to the interest of the vendor. The vendor further states that he shall at all times here-after at the request and cost of the purchaser executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the purchaser and the vendor, his heirs, successors shall at all times here-after indemnify and keep indemnified the purchasers against any loss, damage etc., if any, suffered by the purchaser by reason of any defect or deficiency in title of the vendor or any breach of the declaration here-in-obtained.

For M/s Bixita Promoters & Developers
Swarupakumari Pattnaik
Managing Partner

2. The vendor do hereby declares that the property is not the subject matter of any suit or litigation and the same has not been attached by any court or authority in any proceeding. The land in question has not been notified under any notification issued under the Land Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.
3. The occupancy certificate (O.C.) No. _____ dt. _____ have also issued by the Berhampur Development Authority (please insert the name of consent development Authority) w.r.t. subject property in accordance to the O.D.A. Act, 1982 read with Rule 2020 (copy of occupancy certificate attached).
4. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on date _____ of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendors (copy of the possession certificate attached).
5. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outstanding payable to Revenue, Municipality, Urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.
6. That the vendee shall peacefully and equitably possess in common area along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim or demands by or from the vendor or any of his heirs, successors, assigns and representatives or any other person (in future also) as per provisions of OACT 1982.
7. The vendor further states and declares that he shall at all times here-after indemnify the purchaser against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the purchasers may sustain or suffer by reason of any defect in the title of the vendor or on account of any circumstances by which the title of the purchasers may be affected or impaired in any manner.
8. The vendor further covenants that the purchaser is hereby delivered possession of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all possessor and proprietary rights without any objection from or by the vendor or any person claiming any title under the vendor.
9. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.

For M/s Bixita Promoters & Developers

Sasapnakumar Patraik
Managing Partner

10. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said Duplex House namely "**BIXITA'S PADMAVATI GARDEN**" like overhead tank, U/G water tank, lift, common passage, lift, staircase, etc. along with the other purchasers/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
11. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners .
12. The vendee is also at liberty to get his/her name mutated in the Government, Municipal corporation, GRIDCO, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof.
13. That the vendee shall not have any right to make any structural change/alteration in the said building & shall not use the flat in such a manner which may impair the safety of the building or cause any danger to the beauty & safety of the building or which may affect the right of other flat owners.
14. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & if it is found so, the other flat owners & Association / Society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.
15. That the vendee as well as the other similar flat owners shall form an association / society as per the mandates of Odisha Apartment Ownership Act. 1982 as well as the Rules to be framed there under & shall submit a declaration before the competent authority to be designated by the Govt. the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act. 1982 and every similar owner shall be bound to become the member of such association / society. The Odisha Apartment Ownership Act. 1982 & rules framed their under shall be binding on the vendee.
 - a. That the vendor has already registered the owner society in terms of OAO Act 1982 & handover the registration certificate bearing No. _____ dated _____ along with details of sketch map of common area/ amenities for vendees legal right & physical possession & future reference (copy of the owner's society registration certificate & sketch map w.r.t. common area/ amenities enclosed)

Both the parties have fully understood the nature, content and purport of the transaction as well as recitals spelt out in the different covenants of this indenture.

For M/s Bixita Promoters & Developers
Sawarna Kumari Patraik
Managing Partner

SCHEDULE OF PROPERTY

District - Ganjam, P.S. - Berhampur Sadar, Tahasil - Kukudakhandi, under the Jurisdiction of Sub-Registrar, Berhampur-1. Mouza - NIMAKHANDI, Khata No.410/3083 (four hundred ten / three thousand eighty three), Rayati status, Plot No.1066/5704 (one thousand sixty six / five thousand seven hundred four) , Kisam - Gharabari Ac. 0.300 (three hundred) decimals.

The area transferred in favour of the purchaser being the undivided impartible interest measuring flat No. _____ in _____ Floor of Carpet area of _____ Sq.ft, Built up area of _____ Sq.ft and Super Built up area of _____ Sq.ft or Ac. _____ Dec. out of undivided, unproportionate area of Ac.0.300 Decimals **including one Car Parking Space** on Basement/ Ground floor of the Apartment named and styled as "**BIXITA'S PADMAVATI GARDEN**" .

COST OF FLAT/DUPLEX

- | | |
|---|----------------|
| 1. Land Cost (for _____ sq.ft or Ac.0.0..... dec.) | Rs..... |
| 2. Total price of FLAT/ Duplex on the carpet area of constructed Structure of Sqft. (Rate of Flat per sqft @ Rs. _____) (including proportionate cost of common area, Cost of garage/ parking cost) | Rs..... |
| 3. GST, Registration charges, stamp duty, society Registration cost, Other Taxes (as applicable) | Rs..... |
| Total | Rs..... |

CERTIFICATE

Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act.1972. Further certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act.1976 or the Orissa Land Reforms Act.1965 . Further certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act.1951 .

IN WITNESS WHEREOF the vendor signed this the day, month and year first above, mentioned, in presence of following witnesses.

WITNESSES :

- 1.
- 2.

For M/s Bixita Promoters & Developers

Saapna Kamalei Patnaik
Managing Partner

VENDOR

We, the vendor and vendee do not belong to scheduled caste or scheduled tribe community.

For M/s Bixita Promoters & Developers

Saapna Kamalei Patnaik
Managing Partner

VENDOR

VENDEE

Prepared by me.