

CONVEYANCE DEED

SALE DEED OF A SELF CONTAINED INDEPENDENT READY BUILT FLAT/COMMERCIAL, SPACE/UNIT, TOGETHER WITH PROPORTIONATE IMPARTIBLE UNDIVIDED INTEREST IN THE LAND AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON AREAS FACILITIES AND AMENITIES IN THE BUILDING COMPLEX HAVING THE NAME AND STYLE "Z PADMANABHA" AT PAHAL IN THE CITY OF BHUBANESWAR.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Yadav
DIRECTOR

This INDENTURE of sale executed on this day of

By

M/s. Z Engineers Constructions Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at M4/34, Acharya Vihar, Bhubaneswar, PIN-751013 represented through its Director Sri Tapan Kumar Mohanty aged about 66 years, s/o Late Lotaka Bindu Mohanty, by profession – Business, GPA holder of the Land Owners **Sri B.Raj Sekhar Subudhi**, aged about 45 years, S/O- B. Ananta Padmanabha Subudhi (2) **Sri B. Hara Prasad Subudhi**, aged about 43 years, S/O- B. Ananta Padmanabha Subudhi, bearing Plot No.-94, Khata no. 352/124, Plot no.- 116, Consolidation Khata No. 294 & 140, Khata No.- 352/122, Plot no. 114, Consolidation Khata No.-58, Khata no. 352/123, Plot No.- 115, Consolidation Khata No. 2 vide registered **GPA Document No.11082209627 dated.08/07/2022** (here in after referred to as the “Vendor”) which expression, unless repugnant to the context or meaning thereof shall mean and include its successor(s) and/or representative(s) and/ or executor(s) and/or administrator(s) and/or assigns of the **First Party**.

AND

Ms./Mr., aged about years, Daughter/Wife/Son of, by religion..... by caste....., at present residing at....., permanently residing at [**Permanent Address**] (here in after referred as the (“Vendee”), which expression, unless repugnant to the context or meaning thereof shall mean and include her/his heir(s) and/or successor(s) and/or executor(s) and/or administrator(s) and/or representative(s) and/or assigns of the **Second Party**.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Mohanty
DIRECTOR

The term “Vendor” and “Vendee” shall here in after be collectively referred to as “Parties” and individually referred to as “Party”.

Whereas:

A. The Vendor is into the business of development, construction, marketing and sales of residential and commercial properties in and around the city of Bhubaneswar, since incorporation in the year 1984.

B. The Vendee is [**Professional Introduction of the Vendee**].

C. The Vendor has developed a residential apartment complex under the name and style of “Z PADMANABHA” (here in after referred to as the “Project”), located at Pahal within the territorial jurisdiction of the Bhubaneswar tehsil, comprising of Two Blocks i.e Block-1 of 2B + S + 30 Storied and Block-2 of 2B + S + 31 storied Residential Apartment consisting of 468 dwelling units. The Project is developed over an area of 10292.90 Sqm.-of land (here in after referred to as the “Project Land”).

D. The Bhubaneswar Municipal Corporation (here in after referred to as the “BMC”) (Planning Authority constituted for the city of Bhubaneswar and its peripheral are as under the Orissa Town Planning & Improvement Trust Act 1956) has granted the permission to develop and construct the Project vide the approval Letter No. 20636/BMC, dated 28.04.2023 (File no. MBP-BMC-02-142/2022).

E. The Project was duly registered with the Odisha Real Estate Regulatory Authority (hereinafter referred to as the “RERA”) [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act2016] at Bhubaneswar vide the Certificate of Registration No. _____, dated _____, which remained valid for the period of time commencing on _____ and ending on _____.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Ghosh
DIRECTOR

F. Pursuant to the Vendee's application for booking of an apartment/flat/unit in the Project, the Vendee was allotted with the Apartment No. (hereinafter referred to as the "**Apartment**") having carpet area of square feet or square meters, Type-.....BHK, on.....Floor in Block-..... Tower..... (here in after referred to as the "**Building**") along with the exclusive right to use one free parking space and the corresponding Impartible share of Acre Decimal in the Project Land and of pro-rata share in the common areas (here in after referred to as the "**Common Areas**"). Thereafter, on the **Vendor** executed an agreement or sale in favour of the **Vendee** for sale of the **Apartment**.

G. The Vendee being satisfied with the construction and results of the detailed due diligence exercise of the Apartment as well as the Project has evinced his/her/its desire to move ahead with the execution of this Deed.

Now Therefore This Deed of Sale Witnesseth As Hereunder:

1. In consideration of the Vendee having paid the entire sale consideration Rs...../- (Rupees In Words), the receipt of which has been duly acknowledged by the Vendor, the Vendor hereby grant, convey, transfer by way sale and assign unto and in favour of the Vendee the Apartment and every part thereof along with the full physical possession, together with the right, title and interest therein with all the benefits, advantages, easementary rights, equities, claims, demands, privileges and appurtenant there to etc., attached to the Apartment, free from all encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.
2. The Vendor hereby declares and covenants that the Vendor along with the land lords are the absolute owners of the Project Land and they have clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Vendee in terms of this Deed.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Yadav
DIRECTOR

3. The Vendee has confirmed to the Vendor that it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Apartment and the terms and conditions contained in this Deed. The Vendee further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.

4. The Vendor has explained in detail to the Vendee about the architectural specifications, common areas and facilities and other salient features of the Project including provision for future maintenance, repairs, payment of Goods and Services Tax in accordance with Government circular and replacements of the common areas equipment and facilities and formation of the association of apartment owners, which the Vendee fully understood to her/his/its satisfaction.

5. The Vendor has constructed common facilities for the Project, such as common road, drainage, STP, firefighting equipment and electrical transformers/generators, community hall, swimming pool & service areas etc. The said common facilities shall be maintained by the society formed by the owners of the apartment/flat/unit.

6. The Vendor confirms that all taxes, levies, charges etc. pertaining to the Apartment has been paid up to the date of execution of this Deed and there after the same shall be the sole responsibility of the Vendee.

7. The Vendee is entitled to enjoy the common areas and facilities, inco-operation with the other purchasers and shall take effectual steps for the safety of the common areas. The Vendee warrants that the common areas and facilities shall be used by the other purchasers without any hindrance from him/her/them and he/she/they shall not encroach upon such right of other purchasers.

8. The Vendee agrees that the Apartment shall not be used for any purpose other than the residential purpose for which the plan has been approved. The Vendee shall not store any inflammable item or substances or any materials which may cause danger to the life and property of any and/or all the inhabitants of the Project or to the Project itself.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Nayak
DIRECTOR

9. The Vendee shall not do any unlawful act in the Apartment which will cause hindrance/hardship/harmful to other occupants of the Project.

10. The Vendor shall keep the Vendee fully indemnified against all and any loss and/or liability and/or cost and/or claims and/or action and/or proceedings and/or damages which the Vendee may have to suffer on account of any defect to the title of the Apartment and/or the Project Land, prior to the registration of this Deed.

11. The cost of stamp duty, registration charges and other incidental charges and expenses in respect of this Deed shall be solely borne by the Vendee. In case the Government demands any further stamp duty/registration charges/ service tax and any other charges on this Deed, he same shall also be borne by the Vendee.

12. The Vendor here by covenant that it shall sign, verify and execute such further documents as are required so as to effectively transfer the Apartment unto and in favour of the Vendee.

LAND DETAILS (Schedule-A)

District-Khordha, Tahasil-Bhubaneswar under the Jurisdiction of Sub-Registrar Office, Bhubaneswar, P.S. - Baliana No.5, Mouza - Pahala, Khata No. 352/124, Stitiban, Kisam-Gharabari, Plot No. 94, Area-Ac.0.630 decimal (full plot), Khata No. 352/124, Stitiban, Kisam-Gharabari, Plot no. 116(part), Area- Ac.0.674 decimals out of total area of Ac.1.110 decimal, Khata no. 352/122, stitiban, Kisam - Gharabari, Revenue Plot no. 114, Area-Ac.1.080 decimal(full plot), Khata No. 352/123, Stitiban, Kisam-Gharabari, Revenue Plot no. 115(p), Area- Ac.0.160 decimal out of plot area of Ac.0.180 decimal **Area Ac. 2.54 decimal i.e 10292.90 Sqm.**

CLASSIFICATION OF THE LAND: -HOMESTEAD

Bounded by:

North-

South-

East-

West-

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tapan Kumar Mishra
DIRECTOR

Page 6 of 7

SCHEDULE OF FLAT (Schedule-B)

The area transferred in favour of vendee measuring Ac.....decimals of undivided impartible interest out of total area Ac. dec. with building thereon measuring **Carpet Area**.....Sqft assigned as **Flat No**.....**Tower** on **Floor No**..... including parking space No....., on the stilt/lower basement/upper basement floor of the apartment named styled as “**Z PADMANABHA**”.

1. Cost of Land undivided impartible share Rs.....
2. Cost of Flat on the carpet area.....sqft
(Rate of apartment per sqft@Rs.....
Including parking/garage cost) Rs.....
3. GST& other taxes as applicable at the time of registration. Rs.....

Total Cost Rs. _____

In **Witness Whereof** the Parties hereto have executed this Deed or caused this Deed to be executed through their authorised representative(s) on the date first above written.

For Z ENGINEERS CONSTRUCTION PVT.LTD.

Tejendra Kumar Yadav
DIRECTOR

(Vendors)

(Vendee/es)

Witnesses:

1.

2.

Drafted by me, Adv. Bhubaneswar.