

CONVEYANCE DEED

SALEDEED OF A SELF CONTAINED INDEPENDENT READY BUILT FLAT, TOGETHER WITH UNDIVIDED SHARE IN THE COMMON AREA EXERCISING THE RIGHT OF USE AND ENJOYMENT OF COMMON AREAS, FACILITIES AND AMENITIES IN THE BUILDING COMPLEX, HAVING THE NAME AND STYLE "SHREE SOOBHA" AT JHARAPADA MOUZA IN THE CITY OF BHUBANESWAR.

This INDENTUTRE of sale Executed on this ----- day of (Two thousand)

By and Between

1. **Sri Jagannath Promoters & Builders (P) Ltd.**, a private limited company incorporated under the Indian Companies Act 1956 (**PAN No- AAGCS4290R**) having its city office now located at Plot No. 370/3184 & 367/3182, Ground Floor, Pantaloon & Toyota Middle Lane, Sishu Vihar, Patia, P.S- Chandrasekharpur, Bhubaneswar, Dist- Khurda is basically a builder company and into real-estate activities represented by its Managing Director **Sri Pradipta Kumar Biswasroy**, aged about 67 years, Son of Late Binod Behari Biswasroy, (Aadhar No- 6491 5021 2917), residing at 4th Floor, Anand Residency, Plot No-45, Saheed Nagar, P.S.- Saheed Nagar, Bhubaneswar, Dist- Khurda.
2. Smt **Soroja Kumari Mohanty**, W/o-Late Rajanikanta mohanty, aged about 74 years, Aadhar No. _____ & PAN No. _____, resident of Plot No- 225/A, Saheed Nagar, P.o/Ps- Saheed Nagar, Bhubaneswar-751007, Khurda, odisha, the lawful owner and possessor of the Project land is represented by his/her constituted registered attorney holder Sri Pradipta Kumar Biswasroy, aged about 67 years, S/o Late Binod Behari Biswasroy, as being the Managing Director

For Sri Jagannath Promoters & Builders (P) Ltd


Managing Director

of Sri Jagannath Promoters & Builders (P) Ltd., having its City office now located at Plot No. 370/3184 & 367/3182, Ground Floor, Pantaloon & Toyota Middle Lane, Sishu Vihar, Patia, P.S- Chandrasekharapur, Bhubaneswar, Dist- Khurda, who have been appointed & constituted as such under the Registered General Power of Attorney bearing no. 11081509616, dt. 02.11.2015, registered in the Office of Sub Registrar Bhubaneswar, herein after collectively known as **Vendor / Seller (which expression unless repugnant to the context shall mean and include all their respective legal heirs, assigns, representatives, executors and successors) being the parties of the 1st part.**

AND

Mr. / Mrs. _____, (PAN No. _____ & Aadhar no. _____) Wife of/son of _____, aged about _____ yeras, presently residing at....., P.O.- _____, under P.S. _____, Dist. _____, Odisha, 751030, Mob. No.-

Hereinafter referred to and described as the Vendee or the PURCHASER, which Expression shall mean and include his / her legal heirs / successors / executors and assigns of the 2nd PART.

(A) **AND WHEREAS**, The Builder Company i.e. Sl. No. 1 of the 1st part was duly assigned with the physical possession of the Schedule Land by means of a registered Joint Venture land development agreement followed with a registered power of attorney bearing no. 11081510473, dt. 02.11.2015, & 11081509616, dt. 02.11.2015 respectively by the land owner. Sl. No. 2 of the 1st Part the **schedule land** as shown below, admeasuring Acs. 0.191 was purchased by **Smt. Soroja Kumari Mohanty**, Vide Registered Deed no. /16.1.1970 and 8518/ Dt. 8.12.1972 respectively, and have been possessing & enjoying peacefully, physically only Acs.0.185. Since then with all right, title & interest in the land. The Scheduled Land was also duly mutated in favour of **Smt. Soroja Kumari Mohanty** and the same was converted to "**Gharabari**" status under **OLR8(A)**. But the Possession of the Project plot is Acs.0.185.

(B) **AND WHEREAS**, the Builder in consonance to the registered development agreement & Power of Attorney as cited above has developed & also completed fully the multistoried residential Apartment project, on the total land as per the approved Plan availed from **BMC, Bhubaneswar** vide its letter no. 928, dated on 07.01.2023, in the name & style of "**Shree Soobha**", which comprises of a Stilt Floor for Parking and four Upper Storied residential Apartment Project having attached therein all such ammenties & facilities as promised by the Builder and exhibited in the **RERA** Portal as a registered project.

The Builder undertakes too, that it has not made any changes to these layout plan, except in strict compliance with Sec-14 of the Act & other laws as applicable.

(C) **AND WHEREAS**, the promoter had duly submitted all relevant project papers with the Odisha **RERA** Authority as per the provisions under the Odisha **RERA** rule dated on _____ and got registered the Project bearing as _____.

(D) The Purchaser had applied for an apartment unit in the said Project *vide* his/her application dated _____ and was duly allotted the Flat no. _____ having Carpet Area of _____ Sqm and Balcony(ies) of Area _____ Sqm, on _____ floor in Block- _____ Of

 Managing Director

_____, along with a covered parking area bearing no. _____ admeasuring _____ sqm in the *Stilt Floor* as permissible under the applicable law and of *undivided interest* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **SCHEDULE "A"** and the floor plan of the apartment is annexed hereto and marked as **ANNEXURE-'B'**).

- (E) The Buyer being fully satisfied after physically verified by him/her the total construction & completion of of the Project, in accordance to the promises made for quality, specifications & facilities, amenities etc and as per the approval given by the local authority and also after ascertained the availing of Occupancy Certificate by the Builder from the local authority bearing no.._____, dt. _____, thus has evinced his / her / its desire to move ahead with the execution & registration of this Conveyance Deed, as agreed upon in the registered Flat Sale Agreement dated on.....

Now therefore this Deed of Sale Witnesseth as hereunder:

1. In consideration of the Buyer 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 of sale and assign onto and in favour of the Buyer 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 thereto etc., attached to the Apartment, free from all encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.

The Vendor hereby declares and covenants that the Vendor being the authorized power of attorney holder of the land owner and also the Builder herein is the absolute owner of the Project Land and also the Structure made on it and thus has the clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Buyer in terms of the Sale Agreement Executed & registered dated on the Buyer has confirmed to the Vendor that he / she is entering into this Conveyance 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 Buyer further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.

The Vendor had explained earlier to the Buyer, while executing the Sale Agreement in detail about the architectural specifications, common areas and facilities and such other salient features of the Project including the provision for future maintenance, repairs of machineries & equipments installed, the title transfer of the total Project land as "**Common Area**" as per **RERA** Act, which includes all developments, equipments, Fittings, Facilities, ammenities etc and about the necessity of formation of the Apartment Owner's Association which the Buyer has fully understood to his/ her / its best of satisfaction.

The Vendor has constructed & provided all the common facilities for the Project, such as drainage, Pave area, STP, UGR, Tubewell, lifts, electrical transformers, Diesel generators, , firefighting equipment, Pumps & Motors etc. The said common facilities, Plant & Machineries shall be maintained by the society formed by the owners of the apartment / flat/ unit.

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Managing Director

The Vendor confirms that all Revenue taxes, Cess or charges etc. pertaining towards the Project Land has been duly paid up to the date of execution of this Deed and thereafter the same relating to land & building both shall only be the responsibility of the Buyer to comply, including the Building Cess, on due assessment by BMC, Bhubaneswar.

The Buyer is always only entitled to enjoy the **common areas** along with amenities & facilities in the Complex, in co-operation with the other purchasers and shall take effectual steps for safety of such common areas & facilities. The Buyer knows well and ensures that the common areas and facilities provided & meant shall be used by all the other purchasers in the complex without any hindrances from the **Vendee** and he/she shall not encroach upon on such legal right of other purchasers.

The Buyer agrees that the Apartment shall not be used for any purpose other than the residential specific use for which the permission was given and the plan was approved by the Local authority.

The Buyer shall not do any unlawful act in the Apartment which will cause hindrance or hardship or harmful to other Owners or Occupants of the Project.

The Vendor shall keep the Buyer 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 Buyer 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.

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, the same shall also be borne by the Buyer.

LAND SCHEDULE

Sl. No.	Hall Khata No.	Hall Plot No.	Extent	Kissam	ROR Owner/ GPA Holder.
1	928/54	294		Gharabari	SJP&B(P) Ltd, Rep by Pradipta Kumar Biswasroy (GPA Holder).
2		654		Gharabari	SJP&B(P) Ltd, Rep by Pradipta Kumar Biswasroy (GPA Holder).
Total extent Acs:			0.191		

CLASSIFICATION OF THE LAND: - HOME STEAD AREA OF ACS.0.191 (PROJECT LAND/ COMMON AREA). BUT THE POSSESSION AREA OF PROJECT IS ACS 0.185

Bounded by:

East- Land of Mahendra Harichandan & Others.

West- Road.

North- land & Building of S. Rath.

South- Harapriya Apartment.

For Sri Jagannath Promoters & Builders (P) Ltd

Managing Director

Schedule-A (Flat for Sale):-

The Flat No. _____, in _____ Floor in _____ block/tower measuring Carpet Area of _____ Sqmt, including internal wall thickness and Balcony area of _____ sqmt of **Shree Soobha** Project under Jharapada Mouza, in Bhubaneswar Tahasil along with Covered Parking No. _____, measuring _____ Sqmt in _____ Stilt Floor exhibited in the Floor & Parking Plan, as annexed with four sides boundaries and undivided interest Share in "**Common Area**".

Boundaries of the Flat (No. _____):-

- E-
- W-
- S-
- N-

Details of covered parking provided in the Stilt Floor:

- a. Parking No – _____
- b. Block – _____
- c. Area – _____sqmt

Annexure-`B`, the Floor Plan attached.

Total Consideration of the Flat is Rs. _____/- (Rupees _____)
only, which includes, cost of land & all that development & applicable GST etc.

In witness whereof the Parties hereto have executed this Deed or caused this Deed to be executed through their authorized representative(s) on the date first above written.

For Sri Jagannath Promotors & Builders (P) Ltd

Witnesses:

 **Managing Director**
(Vendors)

1.

2.

(Purchaser).

The Vendor hereby 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.