

**CONVEYNANCE DEED**

SALE DEED OF A SALE CONTAINED INDEPENDENT READY BUILT FLAT /COMMERCIAL, SPACE / UNIT , TOGETHER WITH PROPORTIONATE IMPARTIBLE UNDEVIDED INTEREST IN THE LAND AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON AREAS FACILITIES AND AMENITIES IN THE BUILDING COMPLEX HAVING NAME AND STYLE " **B3 SUNRISE**" AT TAMANDO IN THE CITY OF BHUBANSWAR

**B3 CREATION PRIVATE LIMITED**

*Rachita Mishra*  
**Director**

*09.08.2023*

This INDENTURE of sale executed on this day of

By

**M/S B3 Creation Pvt. Ltd.**, a Company duly incorporated & registered under the company Indian companies Act, 1956, vide its CIN no-U45201OR2022PTC038967 & PAN NO-AAKCB5318F, having its registered office at-Plot No-1191, Ground Floor, Bimala Bhawan, Nayapalli, Bhubaneswar-751012 represented through its Director Rachita Mishra, D/o-Khirod Chandra Swain, aged 50 years, by Profession –Business, GPA holder of the land owner **Basanta Kumar Sahoo** S/o Kirtan Chandra Sahoo, 47 years bearing Khata No-132/402 Plot No-343/536/821 & Khata No-132/583 Plot No-343/536 vide registered **GPA Document No-1132203582 dated 28/03/2022** (Herein after called the “VENDOR” which term and expression shall deem unless excluded by or repugnant to the subject or context shall deem to mean and include his legal heirs, successors, administrators, executors, representatives and assigns

AND

**Ms/Mr**.....years, aged about .....years, son of .....

Resident .....P.S .....Pin.....Dist .....

Odisha( odisha), by cast .....by Profession

.....Pan No-..... Aadhar

No.....(here-in –after called “**VENDEE**” which term and expression shall unless excluded by or repugnant to the subject or subject context shall deem to mean and include his legal heirs, successors, administrators, executors, representatives and assigns.

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

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Whereas

- A. The Vendor is into the business of development , construction, marketing and sale of residential and commercial properties in and around the city of Bhubaneswar
- B. The Vendee is ( Professional Introduction of the Vendee)
- C. The Vendor has developed a residential apartment complex under the name and style of “**B3 SUNRISE**” ( here in afterreferred to as the Project), located at Tamando within the territorial jurisdiction of the Bhubaneswar Tahasil, Compromising one Block -1, of B+S+4 Storied Residential Apartment Building consisting of 20 units dwelling units. The Project developed over an area of Ac.0.198 or 801.56 Sqmtr of land as per the ROR and Actual project approved area is 762.21 sqmt or ( A0.188) to as the “Project Land” ).
- D. **The Bhubaneswar Development Authority** ( here in after referred to as the BDA) 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 **BDA letter No-BP/BDA/001965 dated on 10.02.2023 ( File No- BP-BDA-2022-09-24-008745).**
- E. The Project was duly registered with the odisha Real Estate Regulatory Authority ( hereinafter referred to as the ORERA) Authority Constituted for the state of Odisha under The Real Estate (Regulatory and Development ) Act 2016 at Bhubaneswar Vide the certificate of **registration No \_\_\_\_\_ dated , .....which remained valid for the period of time commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.**
- 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 ( “ Building “ ) along with exclusive right 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 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.

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G. The Vendee being satisfied with the construction and results of the detailed due diligence exercise of the Apartment as well as 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 the 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 landlords are the absolute owners of the project Land and they have clear , legally valid and marketable title thereto and therefore , an absolute rights to sell and convey the same to the Vendee in terms of this Deed.

3. The Vendee has confirmed to the Vendor that it is entering into this Deed with the full Knowledge of all the law rules, regulation, notification etc. applicable to the apartment and the term and condition contained in this Deed.

The Vendee further confirmed that she/he/it has clearly understood her/his /its rights, duties, responsibility, obligation under each and every clause of this deed.

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4. The Vendor has explain in details to the Vendee about the architectural specification, Common Areas and facilities and other silent feature of the project including provision for future maintenance,repairs, payment of goods and service Tax in accordance with govt circular and replacement of the common area equipment and facilities and formation of the association of apartment owner 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, Fire Fighting Equipment and electrical transformer/ Generator, Community Hall, Swimming Pool and service area etc. The Said Common facilities shall be maintained the society formed by the owners of the apartment /flat/unit.
6. The Vendee 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 sole responsibility of the Vendee.
7. The Vendee is entitled to enjoy the common area and facilities, in co-operation with the other purchasers and shall effectual steps for the safety of the common area. 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 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.
9. The Vendee shall not do any unlawful act in the apartment which will cause hindrance /hardship/harmful to other occupants of the Project.

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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 accounts 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 sole be borne by the Vendee. In Case the Government demand 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 Vendee here by covenants 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)**

That , originally the schedule property in mouza –Tamando , ShitibanMuatationkhata No-132/583,Plot no-343/536, kism : Gharabari( Homestead) , full plot area : Ac 0.99 decimals and ShitibanMuatationkhata No-132/402,Plot No-343/536/821, kism : Gharabari( Homestead) , full plot area : Ac 0.99 decimals. One Mouza, two khata, two Plot, admeasuring Total Area : Ac 0.198 decimals , Corresponds Mutation Khata No-132/59 , Plot No-343/536, Corresponds to 1962 consolidation/settlement Khata No-2, plot no-353, Annual Rent Rs 59.50 and Rs 7.00 respectively .

#### **CLASSIFICATION OF THE LAND:-HOMESTEAD**

Bounded By :

North –

South-

East-

West-

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### 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 name styled as " B3 SUNRISE".

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.

**B3 CREATION PRIVATE LIMITED**  
Rachita Mishra  
(Vendors) **Director**  
09.08.2023

Witnesses

1.

( Vendee/es)

2.