

CONVEYANCE DEED

This sale-deed is made and executed at (Name of the place where execution is made) on thisday of

BETWEEN

Trinity Green Estates LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Chandrasekharapur, Bhubaneswar, bearing LLP Identification No.AAK-4156 and PAN No. AAMFT8825G, represented by its designated and authorized partner **Sri Naval Mahajan**, S/o Sri Deshbandhu Gupta, Aged about 35 years, by profession Business, by caste Hindu Punjabi, resident of House No.11/4, Gupta's Ashiyana, Near Health Care Nursing Home, Mahatab Road, Cuttack 753012 Town and Dist. Cuttack, GPA holder of the land owners **Smt. Sunita Gupta**, aged about 60 years, W/o Sri Desh Bandhu Gupta, by profession Business, by caste Hindu Punjabi, resident of House No.11/4, Gupta's Ashiyana, Near Health Care Nursing Home, Mahatab Road, Cuttack 753012 and **Smt. Kabita Nayak** aged 41 years, W/o Rushikesh Nayak, by profession Business, by caste Khandayat, resident of Plot No.42 (Rev. Plot No.271/2145) Santoshi Vihar, Meherapalli, Canal Road, Bhubaneswar, PS Laxmisagar, Dist.

Trinity Green Estates LLP

Partner

Khurda vide Document No.11132007999 dtd. 31.12.2020 hereinafter called the "**Vendor**" bearing Khata No: 1988/985 corresponding to Sabik Khata No.176, Sthitiban, Plot No.6734, classified as Patita, Area Ac.0.147 decimal as per scale 1 Acre = 1000 decimal, Full plot, vacant land , corresponding to GA Drawing plot No.390(C), as per drawing No.B/360, further corresponds to Sabik Khata No.443, Plot No.52(Pt.), (*hereinafter referred to as the **Schedule Property***) 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 ONE PART.

AND

.....,Son/Daughter/Wife of
.....,gender..... aged about years and by profession
..... And permanent resident of , P.O
....., P.S , District , Pin
..... and at present , [for and on his/her
behalf the attorney holder / representative / nominee / guardian / ward (as
the case may be) (with all additions), by virtue of the Power of Attorney
Document No..... of the year/ Order or Permission No.
..... Date (as the case may be)] / [Name of the
Government / Organisation / Institution / Company / Firm / Trust / Society (as
the case may be) with its headquarters at.....(place) and for
and on its behalf the / its (Designation of the post held),
..... (Name of the person holding the post or having the
designation with all additions)], hereinafter called the Vendee(s) of the other
part. PAN / TAN No.

Whereas the land owners have purchased the land from Smt. Urvashi Roul, aged 55 years, W/o Sri Chhabilendra Roul, by caste Khandayat, resident of village Barihapur, PS Parjang, Dist. Dhenkanal 759120 vide Sale deed dated 23.12.2020, registered at the office of the Sub-Registrar, Khandagiri, Dist. Khurda, vide Document No.11132007675 in Book No.1, Volume 154, for a consideration amount of Rs.1.90 crores.

And Whereas the land owners have caused mutation of the land records in their favour vide Mutation Case No.27738 of 2020 at the office of the Tahasildar, Bhubaneswar

And Whereas the land owner and the Vendor/Promoter had entered into a development agreement dtd.31.12.2020 for development of the Schedule property for construction of a residential housing project under the name and style of "**TRINITY CRYSTAL**".

Trinity Green Estates LLP

Partner

And Whereas vide allotment letter dtd. _____, the Vendee was allotted Flat No. _____ (hereinafter referred to as 'said property'), having **carpet area** of _____ sqft more-fully described at Schedule A.

And whereas the vendor has agreed to sell vide agreement for sale dtd. _____, and as such transfer(s) the above said property unto the vendee for a sum of Rs. _____ as consideration money for which the vendee after scrutinizing the status of the land and also having been satisfied regarding the ownership of the vendor and as to the fact that the said land is free from any encumbrances, has/have agreed to purchase the same against the below mentioned consideration, and the terms and conditions of the agreement for sale shall be read as a part of this agreement.

NOW THIS DEED WITNESSETH AS UNDER

1. That in pursuance of the agreement and in consideration of the sum of Rs. _____ (Rupees _____) only paid to the vendor(s) by the vendee(s) the receipt whereof the vendor(s) hereby acknowledge(s) in the manner following, that is to say, Rs. _____ received as earnest money on the _____ day of _____ by means of cash / cheque /DD bearing No. _____ on the _____ drawn and the balance amount of Rs. _____ received at the time of execution of these present.
2. That the vendor(s) hereby sell(s), convey(s), transfer(s) and assign(s) the above said property being **Flat No. _____** having **_____ sq.ft.** carpet area situated on the _____ of the residential complex known as _____, At- _____, Bhubaneswar, and such space as more fully and particularly mentioned and described in the **Schedule 'A'** hereunder written and of and from the payment of the same and every part thereof sell transfer assure and convey unto and in favour of the Purchasers. All That the undivided proportionate share in the land underneath the said Building attributable to the said Flat TOGETHER WITH the proportionate share in the common parts and portions more fully and particularly described in the **Schedule 'B'** hereunder written TO HAVE AND TO HOLD the said Flat and all other benefits and rights hereby granted ,sold ,conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever TOGETHER WITH the proportionate share or interest in the common parts portions areas facilities and/or amenities comprised in the said Building at the said premises SUBJECT NEVERTHELESS to the easement reserved to the Purchasers, SUBJECT TO the Purchaser's covenants to bear and pay the proportionate share of the maintenance charges for the said Flat and proportionately for the building/s at the said premises.

Trinity Green Estates LLP

Partner

3. That the actual physical / legal possession of the above said property has been handed over / shall be handed over after registration by the vendor(s) to the vendee(s) who shall be entitled to possess the same hereafter / thereafter.
4. That all expenses of this sale deed as stamp duty, registration fees, etc. to registration, have been paid by the vendee(s).
5. That the vendor(s) hereby agree(s) and assure(s) the vendee(s) to help and assist him/ them in getting the property transferred / mutated in his / her / its/ their name(s) in the relevant records of the Tahasil or any other office and / or the vendee(s) shall have full right to get the property transferred / mutated in his / her/ its/ their own name on the basis of this sale deed even in the absence of the vendor(s).
6. That the vendor(s) has (have) assured the vendee(s) that the said property under sale is free from all sorts of encumbrances such as sale, mortgage, gift, transfer, decree, litigation, lease, acquisition / notification etc., and there is no defect in the title of the vendor(s). If it is proved otherwise at any time and the vendee(s) suffer(s) any loss, then the vendor(s) shall be fully liable and responsible for the same and the vendee(s) shall be entitled to recover all his/her/ its/ their losses from the vendor(s).
7. That the purchase shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold 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.
8. That the purchaser is at liberty to use and enjoy the common are and all other facilities provided therein the said apartment namely _____ and remain abide by the terms and conditions of an apartment dweller and the vendee is responsible and liable to pay all the taxes & charges in respect of the property mentioned in the schedule below.
9. The purchaser, their heir, successors, assigns and representatives shall use and enjoy the Schedule Property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
10. That the vendee shall not have any right to make any structural change/alteration in the said building and shall not use the flat in such manner which may impair the safety of the building or cause any danger to the beauty and safety of the building or which may affect the right of any other flat owner.
11. That the vendee as well as the other similar flat owner shall form as association/society as per the mandates of Odisha apartment

Trinity Green Estates LLP

Partner

Ownership Act, 1982, or the amendments thereto, as well as the Rules framed there under and shall submit a declaration before the competent authority and every similar owner have to become the member of the Association.

12. 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 Deed.

SCHEDULE OF PROPERTY

DESCRIPTION OF LAND:

District Khurda, SRO – Khandagiri, Tahasil – Bhubaneswar, Thana – Chandaka, Thana No. 50, Mouza Ghatikia, Khata No: 1988/985 corresponding to Sabik Khata No.176, Sthitiban, Plot No.6734, classified as Patita, Area Ac.0.147 decimal as per scale 1 Acre = 1000 decimal, Full plot, vacant land , corresponding to GA Drawing plot No.390(C), as per drawing No.B/360, further corresponds to Sabik Khata No.443, Plot No.52(Pt.) and bounded by North: Plot No.389, South: Road, East: Plot No.391 and west:road.

SCHEDULE A

[DESCRIPTION OF FLAT: The area transferred in favour of vendee measuring Ac.....decimals of undivided impartible interest out of total area Ac 0.147 decimals with building thereon measuring Carpet Area.....Sqft assigned as Flat No. on Floor No..... including parking space No....., on the stilt floor of the apartment named styled as "TRINITY CRYSTAL".

- 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. _____

Trinity Green Estates LLP

Partner

SCHEDULE B

1. Staircase on all the floors, lobbies, corridors.
2. Staircase landings and lift landings on all floors.
3. Lift well.
4. Lift plant installation.
5. Lift room.
6. Common passage and lobby on the ground floor excepting parking areas and other open and covered spaces.
7. Tubewell water pump overhead water tank underground water reservoir water pipes and other common plumbing installation.
8. Electrical wiring meters and fittings in the common areas.
9. Drainage and sewerage.
10. Fire Fighting equipment.
11. Passage pathways driveways and entrance.

DECLARATIONS

1. That it is to declare that both vendor(s) and vendee(s) do not belong to scheduled caste or scheduled tribe community .
2. The said property is not a lease hold land acquired within ten years from the Government.
3. The said property is not an endowment property under section 19-A of the OHRE Act, 1951.
4. The said property is not a Bhoodan or Wakf property
5. The said property does not belong to the state Government or any local Authority
6. The said property is not a property of Lord Jagannath.
7. The said property is not encumbered in any way or by any means or in any manner.
8. The photographs, thumb impressions and signatures of both the vendor(s) and vendee(s) have been affixed on this sale deed along with the Declaration Form A/ (Declaration form B) (and the sketch map of the said property)/ (and lay out drawing of the flat unit).
- 10 That the vendor(s) hereby declare(s) that he/she/if/they will be held entirely responsible to be prosecuted both civilly and criminally for any mis-representation, suppression and distortion of facts with regard to

Trinity Green Estates LLP

Partner

ownership including that of right, title and interest as well as possession and that of valuation/ consideration.

11. The vendor(s)- attorney/vendee(s)-attorney present hereby declare that the principal(s) is (are) continue(s) to survive and that the G.P.A / P.A(s) has (have) not been cancelled]
12. The transaction is an absolute sale and the parties have fully understood the nature, content and purport of the transaction.

The transaction is an absolute sale and the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witness whereof, the vendor(s) and vendee(s) here-on-to have set and subscribed their hands (and seal) on the date first above written in presence of the witnesses named below.

Witnesses:

1. (signature in full)
Name, Name of Father / Husband
Complete Address with Police Station,
Profession and Apparent Age

Signature of Vendor(s)

Signature of the Vendee(s)

2. (signature in full)
Name, Name of Father / Husband
Complete Address with Police Station,
Profession and Apparent Age

Drafted by me,

Adv. Bhubaneswar.

Trinity Green Estates LLP

Partner