

DRAFT COPY

CONVEYANCE DEED/SALE DEED

This deed of sale made and executed on this the

..... Day of2023, (.....day of Two thousand twenty three)

By

1. **M/S. Nandighosh Estates Private Limited**, CIN No.U45201OR1997PTC005117, a Private Limited Company incorporated under the Indian Companies Act, 1956 vide certificate of incorporation No.15-05117, Dt.01.12.1997 issued by the Registrar of Companies, Orissa, Cuttack having its Principal Office at Gandhi Nagar Main Road, Berhampur, Dist. Ganjam (Orissa), represented by its Director represented by its Director – Sri Krushna Chandra Sahani, aged about 58 years, Son of Late Kamaraju Sahani, Dalua by Caste, Residing at Gangadhar Nagar, Berhampur, PO: Berhampur, PS: Bada Bazar, Dist. Ganjam, Odisha.

Hereinafter referred to and described as **Promoter/Developer/Builder/vendor**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees.

2. **DR. SUBHADRA RATH**, Aged about 75 years, W/o. Sri Rama Chandra Rath, Brahmin by caste, Retired Mathematics professor from Berhampur University, Aadhar No.491197505770, Pan No.ABGPR7847H, Residing at Digmurty Street, Berhampur, Po: Berhampur, Ps: Berhampur town, in the District of Ganjam, Odisha, Pin – 760001, Ph. No.9861176555 being represented by her General Power of Attorney holder said **M/S. Nandighosh Estates Private Limited**, CIN No.U45201OR1997PTC005117, represented by its Director Sri Krushna Chandra Sahani, aged about 58 years, Son of Late Kamaraju Sahani, Dalua by Caste, Residing at Gangadhar Nagar, Berhampur, PO: Berhampur, PS: Bada Bazar, Dist. Ganjam, Odisha vide registered GPA Document No.40612301202, dtd.24/02/2023 of the office of the Sub-Registrar-I, Berhampur (Ganjam).

Hereinafter referred to as the "**Landowner/Vendor**" which expression shall unless repugnant to the subject or context shall mean and include her heirs, successors, transferees, legal representatives, executors, administrators and assigns and collectively described as the vendors **THE PARTY OF THE FIRST PART**,

GPA Holder of the landowner &
For **NANDIGHOSH ESTATES PVT. LTD.**

Xshu Chandra Sahani
DIRECTOR

NAME AND ADDRESS OF THE PURCHASER

Sri, aged about years, S/o. Sri.....,by profession, by caste, Aadhar No....., Pan No....., Resident of Street, Po:....., Ps:, Dist....., Ph. No.....

Herein after referred to and described as **the purchaser/vendee** which expression shall mean and include his / her / their legal heirs / successors / executors / administrators and assignees of the party of the **SECOND PART**.

NATURE OF THE DOCUMENT:-

Sale Deed in respect of residential Plot of an area measuring of an Area Ac.....dec. of "Nandighosh Shreekunj Phase-III" Sub division Residential Layout Plan for an amount of Rs..... /-(Rupeesonly), as per bench Mark valuation fixed by the Govt.

DESCRIPTION OF PROPERTY:-

Approved layout plot No....., Gharabari land situated at Mouza – Pathara, under Kanishi Tahasil, consisting of an area Ac.....dec. morefully described in para – III below.

WHEREAS:

Whereas, the property morefully described in the schedule hereto is the self acquired property of the aforementioned landowner i.e. the Executant No.2 of party of 1st part herein which she has purchased through three Nos. of registered sale deed bearing Nos.3495/1997, dtd.03.06.1997, duly recorded in book No.1, volume No.2008, from pages 1 to 28 of the office of the Sub-Registrar, Berhampur town, registered sale deed bearing No.5760/1997, dtd.02.12.1997, duly recorded in book No.1, volume No.2065, from pages 241 to 254 of the office of the Sub-Registrar, Berhampur town and registered sale deed bearing No.999/1998, dtd.04.04.1998, duly recorded in book No.1, volume No.2107, from pages 53 to 92 of the office of the Sub-Registrar, Berhampur town .

Whereas, The present R.O.R. stands recorded in the name of the landowner which was duly mutated by the Tahasildar under khata No.849/1372 vide misc. case No.18/13 & C.R.P. No.173/12, under khata No.849/1377 vide misc. case No.23/13 & C.R.P. No.178/12, under khata No.849/1374 vide misc. case No.20/13 & C.R.P. No.175/12, under khata No.849/1373 vide misc. case No.19/13 & C.R.P. No.174/12 and under khata No.849/1378 vide misc. case No.24/13 & C.R.P. No.179/12 and she is in continuous peaceful possession enjoyment of the same to the knowledge of all without any blemishes and references to others.

The said land is earmarked for the purpose of plotted development of a residential project comprising of 16 plots and the said project shall be known as "**NANDIGHOSH SHREEKUNJ PHASE-III**".

GPA Holder of the landowner &
For **NANDIGHOSH ESTATES PVT. LTD.**

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DIRECTOR

Whereas, the Planning Member, Berhampur Development Authority after causing due and appropriate enquiry as enjoined U/S.16 (3) of the O.D.A. act had approved the residential layout plan (Sub-division of plots) vide permission Letter No. **808/BeDA, dtd.18/07/2022** accorded necessary sanction for 15 nos. of sub-plots with specific measurements as mentioned therein. The sub-plot No.15 of the approved layout plan was gifted to the BeDA vide registered Doc.No.10612203929, dtd.21/06/2022 for the purpose of open space and the Road lands were gifted to the BDO, Rangeilunda Block vide registered Doc.No.10612203902, dtd.21/06/2022 of the office of the Sub-Registrar, Berhampur-1.

Whereas, due to lack of knowledge in construction and financial constrains etc. the Owner in convincing with the performances and satisfying with the completed projects of the Builder/developer (Executant No.1) have agreed to entrust this project development expecting good output.

Whereas, after a detail discussion and mutual understanding among the landowner and the promoter/developer the final terms, conditions and specification were decided and accordingly the promoter/developer entered into a Development agreement with the landowner signed on 26/01/2023 which was registered under document No. **10612300769, dtd.04/02/2023** of the office of the SRO – I, Berhampur and the landowner has conferred and vested absolute right on the company M/s. Nandighosh Estates Private Ltd. for development of the layout plotted scheme over the schedule lands comprising of independent layout plot/sub-division of plot through a Registered GPA document vide No.40612301202, dtd.24/02/2023 of the office of the Sub-Registrar-I, Berhampur (Ganjam).

Whereas, the Executant No.1 is competent to develop the project and with the landowner shall transfer the plots comprised in the said Residential layout project having the name and style of "**NANDIGHOSH SHREEKUNJ PHASE-III**" in favour of the prospective purchasers for a consideration amount which the developer has fixed and settled through a Registered GPA document vide No.40612301202, dtd.24/02/2023 of the office of the Sub-Registrar-I, Berhampur (Ganjam)

AND WHEREAS the prospective purchaser has taken inspection of the title deeds, plans, designs and specifications approved by the Berhampur Development Authority and is otherwise satisfied about the competency of the party of the first part to construct and dispose of the same in favour of the intending purchaser for a valid consideration and had expressed his/her unambiguous, explicit and unequivocal intention to purchase by way of absolute sale, plot area, in the layout plan as set out in the name and style of "Nandighosh SHREEKUNJ PHASE - III" as described in the schedule-A & B, over which the project having the name and style of "Nandighosh Shreekunj" has been constructed as well as the right of use and enjoyment of the common areas facilities amenities and conveniences provided and earmarked in the complex "Nandighosh Shreekunj Phase - III".

GPA Holder of the landowner &
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DIRECTOR

Whereas, The Promoter/developer has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority at Bhubaneswar (Odisha)** on **under Registration No.....**

WHEREAS, The offer made and acceptance thereof by the parties namely vendors and the purchaser having crystallized & concluded into a contract, an agreement had been executed by and between the parties on dtd..... Be that as it may, the essential terms and conditions as well as the incidents of the sale transaction has been agreed upon and settled by and between the parties. The purchaser has already paid the consideration amount for acquisition of the plot. The Vendor admits and acknowledges receipt of the total consideration amount in respect of the schedule sub-divided plot in the approved layout plan as more fully described in Schedule A & B set out below respectively.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS

1. In consideration of an amount of Rs...../- (Rupees.....) only which constitute the consideration amount for transferring and conveying the schedule sub-divided plot in the approved layout plan as more fully described in Schedule A & B set out below as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex "Nandighosh Shreekunj Phase-III", having been paid by the purchaser, party of the second part to the vendors earlier, the receipt whereof the vendors doth hereby admit and acknowledge, the vendors hereby transfer, assigns and assures unto and in favour of the purchaser the said land as delineated in the Schedule-A & B including all rights, easements and benefits, facilities, amenities and conveniences provided in the complex "Nandighosh Shreekunj Phase-III" for the beneficial use and enjoyment of the said purchaser by way of absolute sale.
2. The vendor has complied with all statutory formalities and undertakes to comply with all statutory formalities required in relation to this document.
3. That the vendor(s) hereby sell, convey(s) and assign(s) the above said property being **Sub Division plot No** **having Area of** **sq.ft.** of the residential complex known as Nandighosh Shreekunj Phase-III and such place as more fully and particularly mentioned and described in the Schedule of Property hereunder written and from the payment of the same and every part thereof sell transfer assure and convey unto and in favour of the Purchaser to have and to hold the said land and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever to the easement reserved to the Purchaser, subject to the Purchaser's covenants to bear and pay the proportionate share of the maintenance charges for the said complex.
4. 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.

GPA Holder of the landowner &
For **NANDIGHOSH ESTATES PVT. LTD.**

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DIRECTOR

5. That, all expenses of this sale deed as stamp duty, registration fees and fees incidental to registration etc. have been paid by the vendee(s).
6. That, The vendor(s) hereby agreed(s) and assure(s) the vendee(s) to help and assist him/them in getting the property transferred/mutated in his /her/its/their names(s) in the relevant records of the Tehsil or any other office and /or 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).
7. That, the vendor(s) has(have) assured the vendee(s) that the said property under sale is free from all sorts of encumbrance such as sale mortgage, gift, transfer, decree, litigation, cease, 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).
8. That, the purchaser 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 their heirs, successors, assigns and representatives or any other person.
9. That, the purchaser is at liberty to use enjoy the common area and all other facilities provided therein the said Sub division Residential Lay Out Plan namely "Nandighosh Shreekunj Phase-II" and remain abide the terms and conditions of an Sub division Residential Lay Out Plan dweller and the vendees is responsible and liable to pay and discharge all taxes, rent, common service, annual maintenance, coloring repairing etc. charges and other outgaining payable to revenue Municipal Corporation, Urban, TPSODL, P.H.D. Government and other authorities levied in respect of the property mentioned in the schedule below.
10. The purchaser, their heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners peacefully without doing any harm or obstruction to other co-owners.
11. That the vendee/purchaser as well as the other similar Plot owners shall form an association/society as per the mandates of Odisha Sub division Residential Lay Out Plan ownership act 1982 as well as the rules to be framed the under and shall submit a declaration before a competent authority to be designated by the Government, the similar owner of the Sub division Residential Lay Out Plan shall also framed by laws pertaining to the matters specified under section 16 as per the Odisha Sub division Residential Lay Out Plan ownership act 1982 & every similar owner shall be bound to become the member of such association / society. The Odisha ownership association Act 1982 & rules framed their under shall be binding on the vendee.

GPA Holder of the landowner &
For **NANDIGHOSH ESTATES PVT. LTD.**

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DIRECTOR

12. Both the parties have fully understood the nature, contents and purport of the transaction as well as recitals spelt out in the different covenants of this Deed.
13. The vendors do hereby declare that the property is not the subject matter of any suit and litigation and the same has not been attached /pending for auction 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 land for any purpose whatsoever.
14. The vendors further covenants that the vendee is hereby delivered the peaceful physical possession of the land and he/she shall have right to exercise all legal processor and proprietary rights, tile interest possession without any objection from or by the vendor or any person claiming under the vendors.(copy of the possession certificate attached)
15. That the vendee shall peacefully and equitably possess in common area along with other vendee and enter in to retain, hold, use and enjoy the same without any binding or interruption or claims.

DESCRIPTION OF THE LAND/ SUB – PLOT :

Approved layout plot No _____ of "Nandighosh Shreekunj Phase-III" which has been approved by the Brahmapur Development Authority vide its approval letter No.808, dtd.18/07/2022 over Revenue plot Nos.169/5807 of khata No.849/1373, Revenue plot No.170/4372 of khata No.849/1372, Revenue plot No.171/4373/5795 of khata No.849/1374, Revenue plot No.173 of khata No.849/1377 and Revenue plot No.177/5808 of khata No.849/1378 in Mouza Pathara of Kanishi Tahasil.

Land Measuring Ac.0.....dec. i.e. width from East to West on both side 38'.00" and length from South to North 52'.6".

Covered by Revenue plot No.....of khata No.....of mouza - Pathara, under Kanishi Tahasil, Gopalpur Police Station within the registration of the Sub-Registrar, Berhampur – 1, Dist. Ganjam and is bounded by :

East :

West :

South :

North :

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For **NANDIGHOSH ESTATES PVT. LTD.**

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DIRECTOR

DECLARATION

1. That, it is to declare that both vendor(s) and vendee(s) do not belong to schedule caste or schedule tribe community.
2. That said property is not a lease hold land acquired within ten years from the Govt.
3. The said property is not an endowment property under section 10-A of the Other Act.1951.
4. The said property is not a Bhoodan or Wakf board property.
5. The said property does not belong to the state Government or any local Authority.
6. The said property is not encumbered in any way or by any means or in any manner.
7. The Photograph, thumb impressions and signatures of both the vendee(s) and vendor(s) have been affixed on this sale deed along with the Declaration Form A/B and the Sketch Map of the said property and lay out drawing.
8. 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 distortion of facts with regard to ownership including that of right, title and interest as well as possession and that of valuation/consideration.
9. The vendor(s) - attorney/vendees(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.
10. 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 scribed their hands (and seal) on the date first above written in presence of the witnesses named below.

Signature of Vendor(s)

Signature of Vendee(s)

Witnesses :

1.

(Signature in Full)

Name of Father/Husband,

Complete Address

2.

(Signature in Full)

Name of Father/Husband,

Complete Address

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DIRECTOR