

## CONVEYANCE DEED

This deed of Conveyance is made and executed at Bhubaneswar on this  
.....day of.....2022

### BETWEEN

**S R Construction** having its registered office at Plot No. 98, Satyanagar, Bhubaneswar, Dist- Khurda, Odisha, PIN-751007 (PAN- ASRPB3530F) represented through its **Proprietor, Sri Sanjib Biswal**, S/o Goura Chandra Biswal (Aadhar No 7440 9386 1879) Power of Attorney holder of **Mrs. Padmalaya Garabadu**, aged about \_\_\_\_ years, W/o- Late Amulyamani Garabadu, by Caste- Brahmin, by Profession- House Wife, permanent resident AT- Plot No-152, Satyanagar, P.S.- Kharavelnagar, Bhubaneswar, Dist.- Khordha, Odisha-751007, GPA No- 11081906104 dated 24.05.2019 & **Sri Aswini Kumar Mohapatra**, aged about \_\_\_\_ years, S/o- Upendra Mohapatra, by Caste- Brahmin, by Profession- Business, resident AT- Kazi Bazar, Cuttack, P.S.- Lalbag. Dist.- Cuttack, Odisha- 753001, with GPA No- 11081906114 dated 25.05.2019, herein after called as "**Vendors**", which expression shall unless excluded by or repugnant to, executer, the subject on context shall mean and include their heirs, representatives and assignee, etc of the **ONE PART**).

### AND

Mr./Mrs/Ms.....Son/Daughter/Wife of.....,  
gender....., aged about..... years, by caste-.....& by profession..... And  
permanent resident of..... P.O.:..... P.S.  
....., District....., Pin..... (Here in  
after called as "**VENDEE**" of **Mrs. Padmalaya Garabadu**, aged about \_\_\_\_ years, W/o-  
Late Amulyamani Garabadu, by Caste- Brahmin, by Profession- House Wife, permanent  
resident AT- Plot No-152, Satyanagar, P.S.- Kharavelnagar, Bhubaneswar, Dist.-  
Khordha, Odisha-751007 & **Sri Aswini Kumar Mohapatra**, aged about \_\_\_\_ years, S/o-  
Upendra Mohapatra, by Caste- Brahmin, by Profession- Business, resident AT- Kazi  
Bazar, Cuttack, P.S.- Lalbag. Dist.- Cuttack, Odisha- 753001, which expression shall  
mean and include his/her legal heirs, successors, executors, administrators and assigns  
of the **OTHER PART**.)

The expression vendor and vendee shall mean and include the parties, their respective heirs in succession, successors or nominees, executors, administrators, legal representatives and assignees (as the case may be) of their respective parts.

WHEREAS the vendor(s) is/are the absolute owner(s) in possession of the property situated in village/municipal corporation measuring an area of Ac.0.212 decimals (hereinafter referred to as the said property) as mentioned under the schedule

of property, having acquired the said property vide Registered Sale Deed No.....of.....in Book No..... Vol. No..... Pages.....to..... dated..... and Registered Sale Deed No.....of.....in Book No..... Vol. No..... Pages.....to..... dated..... in the office of the District Sub-Registrar / Sub-Registrar, khorda at Bhubaneswar and mutated the same in their respective names as described in detail in the Schedule of land below.

And whereas the vendor(s) for his/her/its/their bonafide needs and legal requirements of Mrs. Padmalaya Garabadu & Mr. Aswini Kumar Mohapatra in their Sale Deed on dated \_\_\_\_\_ vide Document No. \_\_\_\_\_ 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.

The vendors do hereby declare that the property is not the subject matter of any suit or 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 the land for any purpose whatsoever.

The vendors further state and declare that they shall at all times here-after indemnify the vendee against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3<sup>rd</sup> party or any other person and shall make good any loss which the vendee may sustain or suffer by reason any defect in the title of the vendors or on account of any circumstances by which the title of the vendee may be affected or impaired in any manner.

AND WHEREAS vendors have nursing their desire to develop the above schedule land by constructing a building comprising 16 nos independent flats/units for residential purpose as per composite and comprehensive plans which to be approved by concerned local development authority accordingly the present vendor have given an offer to their Attorney holder for construction of a such building as per approved comprehensive and composite. And accordingly vendors have also entered into separate development agreements with agreed terms & conditions with the Attorney holder have also separately executed separate Registered General Power of Attorneys, appointing and constituting the Attorney holder Sri Sanjib Biswal, Proprietor of S R Construction as well as the right to transfer the flats/units in favour of the intending purchasers. Both the

General Power of Attorney and the Development Agreements forms part of a composite transaction and on the basis of such documents the company S R Construction, has derived the exclusive & absolute right for construction of the proposed building over the scheduled land.

**AND WHEREAS**

The Vendors by virtue of the delegation of power made in favour of the by the Attorney Holder, S R Construction, had taken all relevant steps, right from submission of building plans up to completion of the construction work of the building in accordance with the approval order issued by Bhubaneswar Municipal Corporation, vide it's letter No. ...., dated ..... and ORERA Regd No : ....., dated ..... having utilized absolutely it's own financial resources.

**AND WHEREAS**

The vendors had expressed their intention to transfer by way of absolute sale, a self contained ready as morefully described and delineated in Schedule-B and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartibly undivided share interest in the land which is set out in schedule-A. The purchasers/party of the second part has accepted the offer and has clearly expressed his/her/their desire to purchase and acquire a ready built flat bearing No. ...., in floor measuring ..... Sq.ft Carpet area inclusive of proportionate impartible undivided interest Ac.0..... dec. i.e. .... Sq.ft.) out of total extent Ac.0..... dec. in the land including covered parking space for a total consideration of Rs..... (Rupees .....)

**AND WHEREAS**

The purchaser has perused the title deeds the agreements executed between vendors and the Attorney Holder, S R Construction the building plan approved by the Bhubaneswar Municipal Corporation vide approved Letter No ....., Dated ..... and ORERA Regd No ....., Dated ..... and all other relevant documents. The purchaser is fully satisfied that vendors are competent to transfer the proportionate impartible undivided interest in the land and convey the ready built flat as delineated in the schedule-B.

**NOW THIS DEED WITNESSETH AS UNDER**

1. That the vendee(s) has/have paid to the vendor(s) a sum of Rs.....  
(Rupees.....) only as full and final consideration for the sale of the said property, the receipt thereof is hereby acknowledged by the vendor(s) /
2. That the vendor(s) hereby sell(s), convey(s), transfer(s) and assign(s) the above said property absolutely & forever with all right, title and interest of the same, unto the vendee(s) who shall hereafter be the absolute owner(s) of the same and shall-enjoy all rights of ownership of the said property.
3. 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).
4. The occupancy certificate (O.C) No.....dt..... have also issued by the competent Authority (please insert the name of consent developing authority) w.r.t subject property in accordance to the ODA Act 1982 read with Rule 2020 (Copy of occupancy certificate attached).
5. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt. .... of the proportionate undivided impartible share in the land and building and he / she shall have right to exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendors. (Copy of the possession certificate attached).
6. That the vendee shall peacefully and equitably possess in common area along with other vendee and enter into, retain, hold use and enjoy the same without any binding or interruption, claim (present and Future) or demands by or from the vendors or any of their heirs, successors, assigns and representatives or any other person.
7. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "....." Like overhead tank, lift, common passage, staircase, etc. along with the other vendee / flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
8. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners of the Flats with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

9. 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 a manner which may impair the safety of the building or cause any danger to the beauty & safety of the building or which may affect the right of other flat owners.
10. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable / explosives, hazardous goods and if it is found so, the other flat owners & Association / Society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.
11. That the vendee as well as the other similar flat owners shall form an association/ society as per the mandates of Odisha Apartment Ownership Act 1982 as well as the Rules to be framed there under & shall submit a declaration before the competent authority to be designated by the Govt., the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act 1982 and every similar owner shall be bound to become the member of such association / society. The Odisha Apartment Ownership Act. 1982 & rules framed there under shall be binding on the vendee.
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 indenture.

**SCHEDULE OF PROPERTY**

**SCHEDULE-A (DESCRIPTION OF LAND)**

Dist: Khurda, SRO- Bhubaneswar, Tahasil- Bhubaneswar, P.S.- Kharavelnagar, Thana No- 47, at-Bhubaneswar Mouza- Bhubaneswar Twon Unit No- 10, Satyanagar, Khata No.- 303/55, Plot No.- 280/1251, Area.- Ac.0.056 decimal, Kisam-Gharabari (Homestand), Type- Stitiban & Khata No.- 10, Plot No.- 277, Area.- Ac.0.156 decimal, Kisam-Gharabari (Homestand), Type- Stitiban total area Acr. 0.212 Dec. with annual rent of Rs..... bounded by North: .....South: .....East:..... and west: ..... out of which proportionate undivided impartible share of land measuring ..... sq.ft. i.e. A0..... dec. land share along with

## SCHEDULE- B (DESCRIPTION OF CONSTRUCTION)

..... of House : Holding No..... storied building- [DESCRIPTION OF FLAT: Flat No..... floor..... carpet area of..... Sq.ft. including garage/parking area with..... (description). Ready built Flat in..... (Name of Apartment) marked in lay out drawing annexed to the sale deed bounded by North:....., South: ..... East: .....and West: .....].

### COST OF FLAT (WITH BREAK UP AND DESCRIPTION)

Proportionate undivided impartible share Land Cost  
(for Ac.0.0.... dec.)

Rs. xxx

Total price of flat on the carpet area \_\_\_\_\_ sqft (including garage/parking area) Rate of Apartment per sqft @ Rs.

Rs. xxx

GST, Registration charges, Stamp duty,  
other taxes as applicable

Rs. xxx

TOTAL

Rs. xxx

### 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 an endowment property.
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 B and lay out drawing of the flat unit).
9. That the vendor(s) hereby declare(s) that he/she/iff/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 ownership including that of right,

title and interest as well as possession and that of valuation/ consideration.

10. [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]

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 respective hands (and seal) on the date first above written in presence of the witnesses named below.

WITNESSES:

1. (signature in full)

Signature of Vendor(s)

Name, Name of Father / Husband

Complete Address with Police

Station, Profession and Apparent

Age

Signature of the Vendee(s)

2. (signature in full)

Name, Name of Father / Husband

Complete Address with Police

Station, Profession and Apparent

Age

Details of Scriber

Name and complete address of the  
Advocate with Licence No.