

CONVEYANCE – D E E D

THIS INDENTURE OF SALE executed on thisday of,
2020 (Two thousand Twenty).

BY

M/S. NEELACHAL BUILDERS (P) LTD. (CIN No
U70101OR1997PTC005129) a company incorporated under the provisions
of the Companies Act, 1956 having its registered office At- HIG 2/318, Satya
Sai Enclaves, Kolathia HB Colony, P.O./P.S.- Khandagiri, Bhubaneswar,
District- Khurda (Odisha), Pin - 751030 represented by its Managing
Director **SRI SATYA PRIYA JAYASINGH**, aged about 46 years, S/o.
Late Bhimsen Jayasingh, by caste – Khandayat, by profession – Business,
having PAN – AFHPJ8756N , Aadhaar No.238929919329, Mobile
No.9937098140 as Power of Attorney Holder FOR AND ON BEHALF OF

M/s. Neelachal Builders (P) Ltd.

Satya Priya Jayasingh
Managing Director

(1) SRI DEBASIS ROUSTRAY, aged about 55 years, (2) SRI SUBHASIS ROUSTRAY, aged about 48 years, both are sons of Late Nirmala Kumar Roustray, both are by caste – Karan, by profession – Service, resident of At./P.O. – Bikash Nagar, P.S. – Jatni, District – Khordha (Odisha) vide Regd. G.P.A. I.D. No.1121504614 and Document No.11121504496, dated 09.12.2015 registered in the office of District Sub-Registrar, Jatni, Bhubaneswar, (here-in-after called and referred as “VENDORS” which expression shall unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, representatives and assigns) of the **ONE PART**.

IN FAVOUR OF

Shri/Smt, aged about years, S/o. Late
....., by caste –, by profession –
....., resident of, P.O. –
....., District–, Odisha (here-in-after called
as “VENDEE” which expression shall mean and include his legal heirs,
successors, executors, administrators and assigns) of the **OTHER PART**.

VALUATION; In words (Rupees
.....) only.

WHEREAS, We, the above named principals, are absolute owners of the property mentioned in the schedule below, which stands recorded in our names jointly and we have obtained “PATTA” (Record of Rights) thereof vide O.L.R. U/s. 8 (A) Case No.3360/09 & Mutation Case No.5133/09 and we are in peaceful joint possession over the same without any dispute.

AND WHEREAS, we the above-named principals have been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Jatni and obtained receipts thereof.

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Satya Prakash Janyani
Managing Director

AND WHEREAS, the vendor is absolutely seized and possessed of and/or otherwise and sufficiently entitled to deal with the land and transfer / convey the same.

AND WHEREAS, the vendor had formulated a scheme/ project for construction of building (apartment) over the entire land comprising of independent flats and units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor has constructed the building (apartment) in the name and style of "NEELACHAL HEMALATA" residential building (apartment) as per Building Plan sanctioned and approved by the **Bhubaneswar Development Authority vide Letter No.8228/BDA, Bhubaneswar on dated 07.05.2020.**

AND WHEREAS, for legal necessity and for business, the vendor had expressed his intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuring Sqft. of carpet area assigned as Flat No. in Floor of the said building (apartment) namely "NEELACHAL HEMALATA".

The purchaser had accepted the offer and had evinced his/her willingness to purchase and acquire such proportionate impartible undivided share in the land with the building for a consideration amount of Rs...../-, In words (Rupees) only including Parking. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs...../- (Rupees) only i.e the total Cost of Residential Building bearing Flat No- in Floor including parking along with undivided proportionate share and interest in the said schedule property measuring an Area of decimals out of decimals measuring

..... Sqft. Carpet Area has been paid by the purchasers to the vendor by cash, the receipt of which the vendor has acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the proportionate impartible undivided share in the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the purchaser shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and for ever and the vendor doth hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchaser, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the land with the building as indefeasible owner thereof without any let, interruption, claim or demand whatsoever from or by the vendor or any person claiming any title or amount to the interest of the vendor. The vendor further states that he shall at all times here-after at the request and cost of the purchaser executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the purchaser and the vendor, its successors shall at all times here-after indemnify and keep indemnified the purchaser against any loss, damage etc., if any, suffered by the purchaser by reason of any defect or deficiency in title of the vendor or any breach of the declaration here-in-obtained.

2. The vendor both hereby declares that the property is not the subject matter of any suit or litigation and the same has not been attached by any court or authority in any proceeding. The land in question has not been notified under any notification issued under the Land

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Satyajit Patra Jayanti
Managing Director

Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.

3. The vendor further states and declare that he shall at all times hereafter indemnify the purchaser against any claim or demand in respect of the undivided proportionate interest in the land and building hereunder sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the purchaser may sustain or suffer by reason of any defect in the title of the vendor or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.
4. The vendor further covenants that the purchaser is hereby delivered possession of the proportionate undivided impartible share in the land and building and he shall have right to exercise all possessor and proprietary rights without any objection from or by the vendor or any person claiming any title under the vendor.
5. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.
6. That the vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold, use 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 .
7. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said building (apartment) namely **“NEELACHAL HEMALATA”** like overhead tank, U/G water tank, lift, common passage, staircase, etc. along with the other purchasers/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 building (apartment) dweller.

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Satyk Pooz
Managing Director

8. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
9. The vendee is also at liberty to get his/her name mutated in the Government, Municipal corporation, GRIDCO, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in their names and obtain receipts thereof .
10. That the vendee shall not have any right to make any structural change/alteration in the said building & 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 effect the right of other flat owners.
11. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & 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.
12. 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 their under shall be binding on the vendee.
13. 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.

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Satyajit Jaiswal
Managing Director

IN WITNESS WHEREOF, the vendor here-un-to set and subscribed his hands and seal on the date first above written in presence of witness named below.

M/s. Neelachal Builders (P) Ltd.

Satyak Prakash Jayaram
Managing Director

Signature of the Vendor

WITNESSES:

1.

2.

SCHEDULE OF PROPERTY

District – Khordha, P.S. – Jatni, P.S. No.39, Tahasil – Jatni, under the Jurisdiction of Sub-Registrar, Jatni, Mouza – BADANUAGAON, Khata No.147/210 (one hundred forty seven / two hundred ten), Sthitiban, Plot No.495/588 (four hundred ninety five / five hundred eighty eight), area Ac.0.175 (one hundred seventy five) decimals, full plot and Plot No.541/587 (five hundred forty one / five hundred eighty seven), area Ac.0.035 (Thirty Five) decimals, full plot. Total one Mouza, one Khata, two Plots and total area Ac.0.210 (two hundred ten) decimals. Kisam – Gharabari, Rent Rs..... paisa.

PROPERTY CONVEYED HEREUNDER

The area transferred in favour of the purchaser being the undivided impartible interest measuring Ac..... decimals out of Ac..... decimals with the building thereon measuring Sqft. Carpet area assigned as Flat No. in Floor of the apartment named and styled as “**NEELACHAL HEMALATA**” building (apartment), Including Parking.

Neelachal Builders (P) Ltd.
Satyak Prakash Jayaram
Director
Managing i

COST OF FLAT (Including Parking Space)

Framed structure residential building

Measuring Sqft. carpet area

Value at

Rs..... /-

GST

Rs /-

Total

Rs..... /-

In words (Rupees) only.

CERTIFICATE


Certified that the vendors and the purchaser do not belong to scheduled caste or scheduled tribe, and as the restrictions spelt out of the Orissa Land Reforms Act or the Regulations (ii) of 1956 has no applicability.

Further Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act.1972.

Further certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act.1976 or the Orissa Land Reforms Act.1965.

Further certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act.1951.

M/s. Neelachal Builders (P) Ltd.


Managing Director

Signature of the vendee

Signature of the Vendor

Prepared by me.