

CONVEYANCE DEED

THIS CONVEYANCE made on this ____ day of ____ 2022 _()

BY

Mr. Ashok Kumar Padhy, aged about 57 years, S/o Late Bipra Charan Padhy, resident of Plot - 454, Sahid Nagar Bhubaneswar, Pin-751007 (Odisha), by caste-Brahmin, by Profession-Business, represented through his Managing Director of M/s. Auroshree Constructions Pvt. Ltd a Company registered under the company act having its registration no. U70101OR2012PTC015412 office Plot No-454, Saheed Nagar, Bhubaneswar, Dist. Khurda, (Odisha) (here-in-after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include its partners, successors, executors, administrators, assigns and representatives etc.) of the ONE PART.

AND

IN FAVOUR OF _____ aged about ____ years, S/o- _____ caste- _____, By profession- _____, Permanent Resident of At: _____, Po: _____, Dist: _____, State: _____, Pin No: _____ & Present Address: _____, _____, _____, _____, (hereinafter called as "PURCHASER" which expression shall mean and include his 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.

And whereas the land owners have caused mutation of the land records in their favour vide Mutation Case No. 23093 of 2018 at the office of the Tahasildar, Bhubaneswar

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Aseem Kumar
Managing Director

And whereas the land owners construction and sale of the flats upon the Schedule Property and for such purpose, the Vendor has been put in possession of the Schedule Property

And whereas vide allotment letter dtd. _____, the Vendee was allotted Flat No. _____ (hereinafter referred to as 'said property'),having Carpet Area of Sq Ft, more-fully described in the Schedule of Property.

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 ofby means of cash/ cheque /DD bearing No..... On thedrawn and the balance amount of Rs..... Received at the time of execution of these present.

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A. Kumbh
Managing Director

2. That the vendor(s) hereby sell(s), convey(s), transfer(s) and assign(s) the above said property being Flat No. having Carpet Area of sq.ft. situated on the residential complex known as AURO HOMES, AT- Kalaharanga, Bhubaneswar, and such space as more fully and particularly mentioned and described in the Schedule of Property 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 'A' 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.
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 and fees incidental to registration, etc., 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 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 his heirs, successors, assigns and representatives or any other person.
8. That, the purchaser is at liberty to use and enjoy the common area and all other facilities provided therein the said apartment namely "AURO HOMES" and remain abide by the terms and conditions of an Apartment dweller and the vendee is responsible and liable to pay and discharge all taxes, rent, common services, annual maintenance, coloring, repairing etc. charges and other out going payable to revenue Municipal Corporation, Urban, CESU, P.H.D. Government and other authorities levied in respect of the property mentioned in the scheduled below.
9. The purchaser, their 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.
10. That, the vendee shall not have any right to make any structural change/ alternation 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 & safety of the building or which may affect the right of other flat owner.

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Managing Director

11. That, the Vendee shall not use the flat for any unlawful acts and shall not store inflammable /explosive, 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 owner shall form an Association / Society as per the mandates of Odisha Apartment ownership Act,1982 as well the rules to be framed there under and shall submit a declaration before the competent authority to be designated by the Govt. the similar owner of the apartment specified under section 16 Odisha Apartment Ownership act,1982 and every similar owners shall be bound to become the member of such Ownership Act,1982 and rules framed there under shall be binding on the vendee.
13. 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.

SCHEDULE OF PROPERTY

DESCRIPTION OF LAND:

District - Khurda, SRO – Khandagiri , Tahasil – Bhubaneswar, Thana – New Capital, Thana No. 16, plot No-1876/2789/4996/5589 pertaining to khata no.725/3718 in Mouza – Kalarahanga, Ac0.410 Dec, Kisam – Gharabari, which is shown in.....color in the attached sketch map, (sub plot No.....) and bounded by North:, South: , East:.....and west:.....

[DESCRIPTION OF FLAT: Flat No....., floor.....,Carpet area of Sq ft with (Description). Ready built Flat in(Name of Apartment) marked in layout drawing annexed to the sale deed bounded by North:....., South:.....,East:.....and West.....]

SCHEDULE A

1. Staircase on all the floors, lobbies, corridors.
2. Staircase landing sand 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. Tube well water pump over head 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. Passage pathways drive ways and entrance.

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Arun Kumar
Managing Director

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 Bhooda nor 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 layout drawing of the flat unit).
10. That the vendor(s) hereby declare(s) that he/she/it/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.
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 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 Vendee(s)

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

Details of Scriber

- a) Scriber by vendor
- b) Name and complete address of the deed writer with license No.
- c) Name and complete address of the Advocate with license No.

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Ashok Kumar
Managing Director