

CONVEYANCE DEED

1. NAME AND ADDRESS OF THE VENDOR:-

SKY ORBIT REAL INFRA PVT LTD , situated at Poddar Tower, Opposite Income Tax Office, Sarbahal Road, Jharsuguda - 768201, PAN No – **AANCS 3237P**, represented through its Director **JAGDISH BHAI BHAGWANJI BHAI BHUT** aged about 51 years, son of Bhagwanji Patel, by caste - Gujarati, by occupation - Business, Resident of Nayapara, Sambalpur Town, P S. Town, Tahasil & Dist. Sambalpur, Adhaar Card No – **7751 6878 5318**, Mobile No - 9437050997 (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.

2. NAME AND ADDRESS OF THE PURCHASER :-

Shri aged, about years, S/o-
.....by caste..... By profession
residing at(hereinafter called the "PURCHASER").

3. NATURE OF THE DOCUMENT:-

Sale Deed in respect of Plot of an area measuring of an Area Ac
of "**BARSANA NAGAR** " Sub division Residential Lay Out Plan for an amount of
Rs..... /-(Rupeesonly) , as per bench Mark valuation
fixed by the Govt.

4. DESCRIPTION OF PROPERTY:-

RAYATI LAND situated at Mouza – Sambalpur Town Unit No.16 Sarla, P.S. Sambalpur
No.15, Tahasil/ Dist. Sambalpur, At "**BARSANA NAGAR** " bearing M.S. Khata No.
..... (.....), out of Plot No.(.....) area
Ac..... (.....), Kisam - Gharabari

All Plots corresponding to Sub Plot No..... (.....) area Ac dec.
(.....) being bounded by :-

North - South -
East - West -



Total Khata, Plots having a total area Ac..... dec. (.....) having annual rent of Rs....., with ways, water, liberties, privileges, appurtenances, easementary rights and all this rights of the VENDOR thereon which includes all trees, ways, fisheries, apasi rights and other all other Rayaiti and as well easementary rights existing over the lands thereon with all privileges. The land is more particularly delineated in red colour portion and the road has been delineatd in green colour of the annexed map.

The SUB DIVISION RESIDENTIAL LAY OUT APPROVAL plan is approved by the SAMBALPUR DEVELOPMENT AUTHORITY vide its letter No- **1855** dated. 23/02/2022 respectively.

The Project Scheme is registered as per the provisions of RERA Act, 2016 with the Odisha Real Estate Regulatory Authority (ORERA) at Bhubaneswar for Sub Division of Residential Plot Under Registration No., dated

AND WHEREAS though the Kisam of the aforesaid land is Gharabari, no construcion/ structure/ building is standing thereon, it is a vacant land only.

A. Whereas the vendor **SKY ORBIT REAL INFRA PVT LTD** . Represented through its Director **JAGDISH BHAI BHAGWANJI BHAI BHUT** is the absolute and lawful owner of land situated in M.S Khata No- 171/1358, Plot No 993 of an area Ac 0.0360 dec. Plot No 993/3963 of an area Ac 0.424 dec, Plot No 1076/2962 of an area Ac 0.360 dec., Plot No 1077 of an area Ac 0.280 dec. AND M.S Khata No 171/1514, Plot No 993/1513 of an area Ac 0.023 decimal, Plot No 993/3966 of an area Ac 0.147 decimal, Plot No 1076/1514 of an area Ac 0.200 decimal, AND M.S Khata No 171/1428 Plot No 1366/2251 of an area Ac 0.090 decimal AND M S Khata 171/1438, Plot No 1365/3045 of an area Ac 0.010 decimal, Plot No 1076/1366 of an area Ac 0.110 decimal, Total four Khatas, total 8 plots and total area of ac 1.68 decimal at Mouza- Sarla, Unit No - 16 Tahasil /District- Sambalpur,, for the execution of project under Housing for All Policy of Govt. of Odisha.

Thus the said Company is incorporated under the Company Act 1956 as Private Limited Company, in the year 2009 -2010 with an aim to develop lands, plots and construct Sub division Residential Lay Out Plotting and building flats etc. and to sell the same to the intending purchasers. The vendor as Company an Sub division Residential Lay Out Plan under the name and style " **BARSANA NAGAR** " on scheduled land of this sale deed. The purchaser having come to know of the vendor and its construction of Sub division Residential Lay Out Plan on scheduled land, approached the vendor and both parties mutually agreed to and said purchaser



agreed to purchase one flat in said Sub division Residential Lay Out Plan in the name and style of "**BARSANA NAGAR** " constructed on the scheduled land by the vendor and the said

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vendor also agreed to sell one plot to the purchaser in the Sub division Residential Lay Out Plan in the name and style of “**BARSANA NAGAR**”.

The vendor is competent to transfer the said Sub division Residential Lay Out Plan in the name and style of “**BARSANA NAGAR**”.

II) Together with proportionate impartable undivided share in the land in favour of prospective purchasers of plot for a consideration amount which the vendor has fixed and settled.

And whereas the purchaser has taken inspection the title, deeds, plans, designs and specification approved by **SAMBALPUR DEVELOPMENT AUTHORITY** is otherwise satisfied about competency of the vendor to complex comprising of independent plots and dispose of the same in the favour of intending purchasers for a valid consideration.

According to mutual understanding both the parties of this sale deed executed an agreement on datedfor sale of sub divide Plot Noof an area of Ac

WHEREAS the purchasers having satisfied himself/herself/themselves about the titles of Vendor so also the plans, design, construction and specification and interested to purchase Plot No..... of an area of Ac

WHEREAS the purchaser has agreed to purchase and the vendor has agreed to sell Plot which has been constructed on schedule land and is named **BARSANA NAGAR** .

WHEREAS the purchaser agreed to purchase the plot described more fully in the Schedule land for an consideration of Rs /-(RupeesOnly) paid by the purchase earlier in shape cash/ Cheque. The aforesaid vendor before the undersigned witnesses, the receipt of total consideration amount by the vendor in full do hereby acknowledged receipt of the same and the said vendor delivered the possession of the scheduled property.

AND WHEREAS the vendor has complied with all statutory formalities and undertakes to comply with all statutory formalities required in relation to this document.

NOW THIS DEED WITNESSESED 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, convey(s) and assign(s) the above said property being Sub Division plot Nohaving Area of sq.ft. of the residential complex known as **BARSANA NAGAR** , At- Sarla, SAMBALPUR and such place 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 Schedule property attributable to the said Flat TOGETHER WITH the proportionate share in the common parts and portions more fully and particularly described in the **Schedule Land** 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 area facilities and/or amenities comprised in the said Building at the said premises SUBJECT NEVERTHESS 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 Flat and proportionately for the buildings 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 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).
6. 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).
7. That, the purchaser shall peacefully and equitably possess in common along with other vendees 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.

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8. 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 "**BARSANA NAGAR**" 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, NESCO, P.H.D. Government and other authorities levied in respect of the property mentioned in the schedule 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/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.
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.
14. 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.
16. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession of dt.....of the proportionate undivided impartible share in 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)
17. 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, claims per the provisions of OAOACT 1082.

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DESCRIPTION OF PLOT :

Sub Division Plot No :of an area of Ac..... in "**BARSANA NAGAR**" marked in lay out drawing annexed to the sale deed.

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 Government.
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 a property of Lord Jaganath.
7. The said property is not encumbered in any way or by any means or in any manner.
8. 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 of the Flat unit.
9. 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.
10. 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.
11. 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)
Signature of Vendor(s) Name of Father
/ Husband, Complete Address with Police
Station, Profession and Apparent Age

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.

English Retail