

**CONVEYANCE DEED**

**01. NAME AND ADDRESS OF THE VENDOR:-**

M/s. Bivab Developers Private Limited. CIN No.-U45201OR1997PTC0004775, Situated at.4th Floor, Bivab Gulmohar, Nayapalli, Bhubaneswar, Dist-Khordha, Odisha-751012 represented by its Managing Director Mr.Binay Krishna Das, aged about 57 Years.by Cast Karan by profession Business residing at Bivab House, Bivab Estate, Baramunda, Bhubaneswar(M.C) ,Pan No-ACPPB5414J,Aadhar No-796708919476,M-9437567628.Vide Letter No..... Board of Resolution No Dt.....

(hereinafter called the "Vendor")

**02. NAME AND ADDRESS OF THE PURCHASER:**

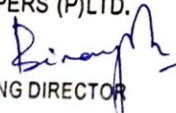
SRI..... aged about .....Years S/o.....  
by caste.....by profession residing at.....  
Pan No.....,Aadhar No.....,M.....

(hereinafter called the "PURCHASER")

**03. NATURE OF THE DOCUMENT**

Sale Deed in respect of Flat No. ....in..... floor including garage parking area cost of **BIVAB ANSH** for Rs. ....-(Rupees .....) only, as per Bench Mark Valuation RS...../-.

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR

**04. BRIEF DESCRIPTION OF THE PROPERTY:-**

House site measuring..... Sq. ft or an extent of Ac.....Dec. of undivided proportionate Joint impartible share or inherent of the land out of the total Ac..... Decimal i.e..... Sq.ft respect of Flat No.....in ..... floor measuring.....Sq.ft. **BIVAB ANSH** situated in.....From M.C No.....Khata No .....

& Plot No..... Ac..... Decimal. Total Ac.....decimal, situated at.....

and settlement of mouza..... which is more fully described para below.

Whereas the vendor M/s. BIVAB DEVELEOPERS PRIVATE LIMITED is the absolute owner of the landed property mentioned in Schedule "A" of this sale deed having right, title, interest and possession over the "A of this sale deed.

The "A" Schedule land was purchased by M/s Bivab Developers Pvt. Ltd.(Manager Pradipta Kumar Mohanty) under Regd Bearing No 1121905563 office of the Sub-Registrar, Jatani Town and is paying revenue cost to the Revenue authorities till today and said Sri Binay Krishna Das gave this landed property to M/s Bivab Developers Pvt. Ltd.firm and thus this "A" scheduled landed property has been treated as the property of Vendor.

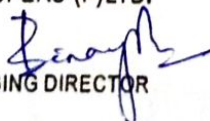
The Vendor is competent to construct the four storied building and transform plates comprised in the said apartment under the name and style "**BIVAB ANSH**" together with proportionate impartible undivided share the land in favour of prospective purchasers of flat for a consideration amount which the vendor has fixed and settled.

And whereas the purchaser has taken Inspection the title, deeds, plans, designs and specification approved by BDA and is otherwise satisfied about competency of the vendor to construct and execute the four storied complex comprising of Independent flats and dispose of the same in favour of Intending purchasers for a Valid consideration.

According to mutual understanding both the parties of this sale deed executed an agreement on dt..... for sale of flat no.....in..... Floor including garage/parking area.

WHEREAS the purchaser having satisfied himself/herself/ themselves about the titles of Vendor so also the plans, design, construction and specification and Interested to purchase flat no..... in .....floor including garage/parking area.

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR



WHEREAS the purchaser has agreed to purchase and the vendor has agreed to sell flat.No..... in..... floor including garage/parking area. of the building which has been constructed on the schedule land and is named as **BIVAB ANSH**.

WHEREAS the purchaser agreed to purchase the flat described morefully in the Schedule "B" for a consideration Rs...../- (Rupees.....) only paid by the purchaser earlier in shape cash to 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 WITNESSETH and the parties agreed as follows:-**

1. In consideration of the purchaser/s is paying the price of the said flat No..... in..... Floor including garage/parking area. of Rs...../- (Rupees.....) only before execution of the document and the vendor hereby admit the receipt of full consideration amount and the vendor hereby transfers by way of sale unto the Purchaser/s forever all that said apartment flat no..... in..... floor including garage/parking area. of the premises known as **BIVAB ANSH** written in schedule "B" together with undivided interest in land appurtenant to the said apartment in the common areas and facilities of the said piece of land and the said building known as **BIVAB ANSH** to have and to hold the said, apartment hereby and transferable according to law subject to the condition that the said flat is to be used for residential purpose and for no other purpose.

**The Vendor hereby covenants with the purchaser/s that:-**

- a) That the vendor assures that is the absolute owner of the property hereby sold and has got the right to sell.
- b) That the vendor hereby assures the purchaser that the "Property" hereby sold is not encumbered and not subject to any cibil litigation and any other statutory charges.
- c) That the "Property" hereby sold is to be quietly possessed and enjoyed by the purchaser without any Interruption or disturbance either by the vendor or by any persons claiming through them.
- d) That the vendor has assured the Purchase that the sale is made as an act of prudent management and for the benefit of its estate.
- e) The occupancy certificate (O.C) No..... dt..... have also issued by the competent Authority (BDA, Bhubaneswar) w.r.t subject property in accordance to the ODA Act 1982 read with Rule 2020(Copy of occupancy certificate attached).

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR



f)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)

That by virtue of this sale deed the purchaser became the absolute owner of the B scheduled flat no.....in..... floor including garage/parking area. of the Project **BIVAB ANSH.**

Apartment having right, title, interest and possession over the B scheduled flat no.....in..... floor including garage/parking area. with all rights of sale, alienation, transfer mortgage, gift etc from generation to generation as long as sun and moon exist.

**The Purchaser/s hereby covenant/s with the other co-Owner of the other flats or other untis in the said multi-storied building that:-**

a.The purchaser/s shall abide by the bye-laws of any Association of apartment owners or owners of flats or units and shall bear and pay his/her/there proportionate share in common expenses required by the association of apartment owners.

b. Shall use the said flat for residential purpose only.


c .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 & rules framed their under shall be binding on the vendee.

d. That the purchaser/s further covenant/s with the purchasers of the other premises that he she/they/may shall not demolish or cause to be demolished in structure in the said building any portion of the same nor will he/she/they at any time make or cause to make any new constructions of whatsoever nature or the said flat or building or any part thereof nor make any alterations, additions in or to the said premises without the consent in writing of the vendors or the proposed society or association of all purchaser/s which would Jeopardize the soundness or safety to the property or reduce the value thereof or impair any casement or add any material ties or structures or execute or alter any wall or put up any cellar without the unanimous consent of the all other apartment owners and association being first obtained.

e. To pay regularly the municipal tax, electric charges, water charges regularly to the concerned authorities.

f. The purchaser/s shall has have right to enjoy and user along with his/her /they other co-owners including the roadways approaches and all other common passages and amenities such as staircase, Lifts, exist and entry passage, water drainage and sewerage main etc, provided in the schedule and as per the approved sand sanctioned plan of the building complex.

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR

g . After the delivery of the said flat the purchaser shall be liable for payment of all taxes, rates charges and observe and perform all terms and covenants and conditions contained in this agreement

h. The purchaser/s shall not use the premises or permit the same to be used for any purpose whatsoever except for residential user.

**III. "A" SCHEDULE OR THE PROPERTY (LAND):**

An undivided and jointly specified share of land on a total extent as per m.c no..... of addl tahsildar, Jatni, khata No..... Plot No..... Decimal. Total - Ac.....decimal of **BIVAB ANSH** under situated at .....and settlement of mouza..... Tehsil.....P.S.....Dist..... and the same is bounded by-

East .....

West .....

North.....

South.....

**SCHEDULE-B (FLAT NO.....IN..... FLOOR)**

House site measuring..... Sq.ft. or an extent of Ac ..... Dec. of undivided proportionate joint impartible share or inherent of the land out of the total Ac..... decimal i.e..... sqft respect of flat no.....In.....Floor measuring..... Sqft including garage / parking area of **BIVAB ANSH** situated in the ..... from M.C No..... Add. Tahsildar, **JATNI**.

New Khata No..... & Plot No..... Ac.....Decimal. Total Ac..... Decimal Situated at..... and settlement of Mouza..... And the same bounded by:-

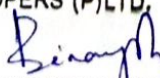
East .....

West .....

North .....

South .....

For BIVAB DEVELOPERS (P)LTD,

  
MANAGING DIRECTOR



The Building plan is approved by the BDA vide its letter no.22764/BDA ,Bhubaneswar.dt.23.12.2020.undivided and unspecified.

Share of land.....Sq.ft. Rs...../-

**Schedule 'C' -COST OF FLAT**

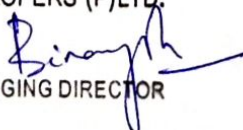
01.Proportionate undivided impartible share Land Cost (for Ac.0.0.....dec)	Rs. XXX
02. Total price of flat on the area ----- sqft Rate of Apartment including Garage /Parking area per sqft @ Rs.	Rs. XXX
03.GST ,Registration charges ,Stamp duty, other taxes as applicable	<u>Rs. XXX</u>
TOTAL ---	Rs. XXX

I do hereby declare that I do not belongs to either to Scheduled Caste or to Scheduled Tribe, I have not acquired the flat hereby and the same does not comes under Bhoodan and ceiling Surplus provisions.

Certified that the property hereby transferred in this deed does not belong to or endowed for the purpose or Religious Institutions Under Sec.19/A of Odisha Endowment Act.

In witness whereof I have signed this deed after having been read and explained to me in my vernacular and after understanding the contents, out of my own free will presence of witness.

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR

**Witnesses**

Deed Drafted by:-

Sri.....

D. L No.....

FORM - B

**Declaration**

(Land /Property Where there is House / Structure)

We the Executant/s and Claimant/s do hereby declare that there is structure / house on the schedule property, transacted in this documents as per details given below. If existence of excess structure/house area is detected at later state the document will be treated as invalid.

Signature of Executant/s

Signature of Claimant/s

For BIVAB DEVELOPERS (P)LTD.

  
MANAGING DIRECTOR