

CONVEYANCE DEED

SALEDEED OF A SELF CONTAINED INDEPENDENT READY BUILT FLAT, TOGETHER WITH UNDIVIDED SHARE IN THE COMMON AREA EXERCISING THE RIGHT OF USE AND ENJOYMENT OF COMMON AREAS, FACILITIES AND AMENITIES IN THE BUILDING COMPLEX, HAVING THE NAME AND STYLE "SHREEKHETRA GREENPARK" AT SHANKARPUR MOUZA IN THE CITY OF BHUBANESWAR.

This INDENTUTRE of sale Executed on this ----- day of (Two thousand)

By and Between

- 1. Sri Jagannath Promoters and Builders**, a Partnership firm, constituted under a partnership deed, registered under the Indian Partnership Act- 1932, having its registration no._____, having its city office now located at Plot No. 370/3184 & 367/3182, Pantaloon & Toyota Middle Lane, Sishu Vihar, Patia, P.S.- Chandrasekharpur, Bhubaneswar, Dist- Bhubaneswar, dist- Khurda is basically a **Builder by Profession**, and also **herein the land owner** having(PAN No.- AARFS1223J) who is represented by two of its authorized partners (i) Sri Pradipta Kumar Biswasroy, aged about 67 years, son of Late Binod Behari Biswasroy, and (ii) Sri Kailash Chandra Rath, aged about 64 years, Son of Late Kashinath Rath.

Hereinafter known as the VENDOR (which expression unless repugnant to the context shall mean and include all their respective legal heirs, assigns, representatives, executors and successors) being the **parties of the 1st part.**

For Sri Jagannath Promoters & Builders


Managing Partner

2. **Sri Jagannath Promoters & Builders (P) Ltd.**, a private limited company incorporated under the Indian Companies Act 1956 (**PAN No- AAGCS4290R**) having its city office now located at Plot No. 370/3184 & 367/3182, Ground Floor, Pantaloon & Toyota Middle Lane, Sishu Vihar, Patia, P.S- Chandrasekharapur, Bhubaneswar, Dist- Khurda represented by its Managing Director **Sri Pradipta Kumar Biswasroy**, aged about 67 years, Son of Late Binod Behari Biswasroy, residing at 4th Floor, Anand Residency, Plot No-45, Saheed Nagar, P.S.- Saheed Nagar, Bhubaneswar, Dist- Khurda, herein after is known as the "**CONSENTOR**" to this deed (which expression unless repugnant to the context shall mean and include assigns, representatives, executgers and successors), **Mob No- 9437026706**.

AND

Mr. / Mrs. _____, (PAN No. _____ & Aadhar no. _____) Wife of/son of _____, aged about _____ yeras, S/o / W/o / D/o _____, presently residing at....., P.O.- _____, under P.S. _____, Dist. _____, Odisha, 751030, Mob. No.-

Hereinafter referred to and described as the Vendee or the PURCHASER, which Expression shall mean and include his / her legal heirs / successors / executors and assigns of the 2nd PART.

(A) **AND WHEREAS**, The Builder Firm i.e. Parties of the 1st part had acquired by means of several registered purchased deeds total an extent of Land measuring Acs. 4.811 more fully described in the **land schedule** below, out of which Acs: 2.479, are duly recorded in the name of the partnership firm and an area of Acs 2.332, were wrongfully recorded in the major settlement published during 2015 in favour of Sri Jagannath Promoters & Builders (P) Ltd. who had duly sold vide Regd. Sale Deed No. 11131314873/Dt.31.12.2013, the said extent to the builder firm (1st Part), having handed over the physical possession of the same.

AND WHEREAS, the Builder Firm (The land owner) in the meanwhile had also taken due steps for necessary corrections of the relevant Plots in the ROR in in the name of the firm and whereas Sri Pradipta Kumar Biswasroy, the authorized representative of the seller company i.e. **Sri Jagannath Promoters & Builders (P) Ltd.** had also earlier lent its free consent as the **Consentor** to the Flat Sale Agreement registered on....., for the schedule property as stated herein below and thus necessarily consents here to this sale deed also.

Further, the said builder had also got the total land extent of Acs. 4.811 duly converted to **GHARABARI** kissam as per the provision under **OLR 8(A)** by remitting the requisite conversion premium with the concerned Tahasildar.

(B) **AND WHEREAS**, the Builder Firm i.e the **Vendor** being the absolute owner, & having peaceful physical possession over the total Land Schedule as stated below herein admeasuring total area of Acs4.811 and has already developed & fully completed the integrated multistoried residential Project, on a net land area of Acs.2.703 or 10943.38 Sqmt out of the total extent Acs.4.811 as per the approval or permission obtained from BMC, Bhubaneswar vide its letter no. 15623, dated

For Sri Jagannath Promoters & Builders


Managing Partner

on 04.04.2023, in the name & style of “**Shreekhetra Greenpark**”, which comprises of two separate independent towers having stood on a total **RCC** envelope Basement with Double Upper Floor spaces for parking of vehicle & twenty upper Storied for residential Apartments as well as includes a separate Society Club House building having B+G+Two Storied, situated on the said Project land of Acs.2.703.

The Builder undertakes too, that it has not made any such changes to the approved layout plan, except in strict compliance with Sec-14 of the Act & other laws as applicable.

- (C) **AND WHEREAS**, the promoter had duly submitted all relevant project papers with the Odisha RERA Authority as per the provisions under the Odisha RERA rule dated on _____ and obtained the Project Registration bearing No. _____ .
- (D) The Purchaser had applied for an apartment in the Project *vide* application dated _____ and was duly allotted a **Flat** bearing identification no. _____ having its **Carpet Area** of _____ **Sqm and Balcony Area of** _____ **Sqm**, on _____ floor in Block-_____ Of “**Shreekhetra Greenpark**” Complex along with covered parking no. _____ admeasuring _____ **sqm** in the *Stilt Floor* ___ / *Basement Floor* _____, as permissible under the applicable law and of *undivided interest* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **SCHEDULE “A”** and the floor plan of the apartment is annexed hereto and marked as **ANNEXURE- ‘B’** .
- (E) The Buyer being fully satisfied after physically verified by him/her with the total construction & completion of of the Project, in accordance to the promises made for quality, specifications & facilities, amenities etc and as per the Building Plan approval issued by the concerned local authority and after ascertained the availing of relevant Occupancy Certificate bearing no.._____, dt. _____ evinced his / her / its desire to move ahead with the execution of this **Conveyance Deed/ Sale Deed**.

Now therefore this Deed of Sale Witnesseth as hereunder:

1. In consideration of the Buyer having paid the entire sale consideration Rs...../- (Rupees in words), the receipt of which has been duly acknowledged by the Vendor, the vendor hereby grant, convey, transfer by way of sale and assign onto and in favour of the Buyer the Apartment and every part thereof along with the full physical possession, together with the right, title and interest therein with all the benefits, advantages, easementary rights, equities, claims, demands, privileges and appurtenant thereto etc., attached to the Apartment, free from all encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.

The Vendor hereby declares and covenants that the Vendor being the land owner as well as the Builder is the absolute owner of the Project Land and the Structure made on it and thus has the clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey

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the same to the Buyer in terms of the Sale Agreement Executed & registered on
the Buyer has confirmed to the Vendor that he/she is entering into this Conveyance Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Apartment and the terms and conditions contained in this Deed. The Buyer further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.

The Vendor had explained earlier, while executing the Sale Agreement in detail to the Buyer about the architectural specifications, common areas and facilities and such other salient features of the Project including the provision for future maintenance & repairs of machineries & equipments installed, the title transfer of the total Project land as "**Common Area**" as per **RERA** Act, which includes all developments, equipments, Fittings, Facilities amenities etc and about the necessity of formation of Apartment Owner's Association which the Buyer fully understood to her/ his / its satisfaction.

The Vendor has constructed & provided all the common facilities for the Project, such as drainage, Pave area, STP, UGR, Tubewell, lifts, electrical transformers, Diesel generators, , firefighting equipment, Pumps & Motors etc. The said common facilities, Plant & Machineries shall be maintained by the society formed by the owners of the apartment / flat/ unit.

The Vendor confirms that all Revenue taxes, Cess or charges etc. pertaining towards the Project Land has been duly paid up to the date of execution of this Deed and thereafter the same relating to land & building both shall only be the responsibility of the Buyer to comply, including the Building Cess, on due assessment by BMC, Bhubaneswar.

The Buyer is always entitled to enjoy the **common areas** only along with amenities & facilities in the Complex, in co-operation with the other purchasers and shall take effectual steps for safety of such common areas & facilities. The Buyer knows well and ensures that the common areas and facilities provided & meant shall be used by all the other purchasers in the complex without any hindrances from the **Vendee** and he/she shall not encroach upon on such legal right of other purchasers.

The Buyer agrees that the Apartment shall not be used for any purpose other than the residential specific use for which the permission was given and the plan was approved by the Local authority.

The Buyer shall not do any unlawful act in the Apartment which will cause hindrance or hardship or harmful to other Owners or Occupants of the Project.

The Vendor shall keep the Buyer fully indemnified against all and any loss and / or liability and /or cost and / or claims and / or action and/or proceedings and / or damages which the Buyer may have to suffer on account of any defect to the title of the Apartment and/or the Project Land, prior to the registration of this Deed.

The Cost of Stamp duty, registration charges and other incidental charges and expenses in respect of this Deed shall be solely borne by the Vendee. In case the Government demands any further stamp duty / registration charges/ service tax and any other charges on this Deed, the same shall also be borne by the Buyer.

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Managing Partner

LAND SCHEDULE

Part-A

Sl. No.	Hall Khata No.	Hall Plot No.	Extent	Kissam	ROR Owner.
1	2074/2302	2828/10227	0.522	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
2	2074/2067	2892	0.100	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
3	292	2893	0.270	Gharabari	SJP&B, Rep by Kailash Chandra Rath
4	854	2920	0.100	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
5	854	2921	0.085	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
6	2074/1630	2922	0.069	Gharabari	SJP&B, Rep by Kailash Chandra Rath
7	854	2923	0.045	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
8	854	2925	0.416	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
9	2074/1858	2929	0.56	Gharabari	SJP&B, Rep by Kailash Chandra Rath
10	299	2929/3952	0.144	Gharabari	SJP&B, Rep by Kailash Chandra Rath
11	318	2994	0.101	Gharabari	SJP&B, Rep by Kailash Chandra Rath
12	854	2994/3954	0.095	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
13	2074/119	2996	0.306	Gharabari	SJP&B, Rep by Pradipta Kumar Biswasroy
14	299	2895/3773	0.037	Gharabari	SJP&B, Rep by Kailash Chandra Rath
15	299	2830	0.133	Gharabari	SJP&B, Rep by Kailash Chandra Rath
Total extent Acs:			2.479		

Part-B

Sl. No.	Hall Khata No.	Hall Plot No.	Extent	Kissam	ROR Owner.
16	2074/2357	2829/10228	0.132	Gharabari	SJP&B(P)Ltd, Rep by its MD Pradipta Kumar Biswasroy.
17	319	2891/3981	0.800	Gharabari	SJP&B(P)Ltd, Rep by Kailash Chandra Rath.
18	319	2891	0.040	Gharabari	SJP&B(P)Ltd, Rep by Kailash Chandra Rath.
19	861	2918	0.162	Gharabari	SJP&B(P)Ltd, Rep by its MD Pradipta Kumar Biswasroy.
20	861	2919	0.215	Gharabari	SJP&B(P)Ltd, Rep by its MD Pradipta Kumar Biswasroy.
21	861	2922/3881	0.600	Gharabari	SJP&B(P)Ltd, Rep by its MD Pradipta Kumar Biswasroy.
22	861	2928	0.383	Gharabari	SJP&B(P)Ltd, Rep by its MD Pradipta Kumar Biswasroy.
Total extent Acs:			2.332	Gharabari	
Total land extent Acs:			4.811	Gharabari	

CLASSIFICATION OF THE LAND: - **HOME STEAD AREA OF ACS.2.703 (PROJECT LAND/ COMMON AREA).**

Bounded by:

East- Revenue Plot no. 2894.

West- Revenue Plot No. 2830, 2829/10228, 2929, 2828/10227, 2928 & others.

North- Revenue Plot No. 2831, 2833 & 2889/4016.

South- Revenue Plot No. 2924.

SRI JAGANNATH PROMOTERS & BUILDERS

Amritha
Managing Partner

Parameter:-

- (1) Total Land Area- 19476.50 Sqmt / Acs.4.810.
- (2) Road Area left for Land locked Acs.1.292 (5234.80 Sqmt).
- (3) Owner's Land Future Expansion- Acs.0.814 (3299 Sqmt).
- (4) Exact Plot Area for Project- Acs.2.703 (10943.38 Sqmt).

Schedule-'A' (Flat under Sale)

The Flat No. _____, in _____ Floor in _____ block/tower measuring Carpet Area of _____ Sqmt, including internal wall thickness and Balcony area of _____ sqmt of Shreekhetra Greenpark Project under Shankarpur Mouza, in Bhubaneswar Tahasil along with Covered Parking No. _____, measuring _____ Sqmt in _____ Basement / Stilt Floor one or two as exhibited in the Floor & Parking Plan annexed as Schedule-B and undivided interest Share in "**Common Area**" with four sides boundaries.

Boundaries of the Flat (No. _____):-

- E-
- W-
- S-
- N-

Details of covered parking provided in the Stilt Floor:

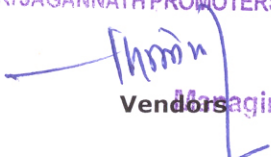
- a. Parking No - _____
- b. Block - _____
- c. Area - _____sqmt

Annexure-B, Floor Plan attached separately.

Total Consideration of the Flat is Rs. _____/- (Rupees _____) only, which includes, cost of land & all that development & applicable GST etc.

In witness whereof the Parties hereto have executed this Deed or caused this Deed to be executed through their authorized representative(s) on the date first above written. **SRIJAGANNATH PROMOTERS & BUILDERS**

Vendee


Vendors
Managing Partner

Witnesses:

Consentor

1.

2.

Adv. Bhubaneswar.



Sri Jagannath Promoters & Builders

An ISO 9001 : 2008 & 14001 : 2004 Certified Company

7th August 2023.
SJPBPL/200/2023-24.

To
The Chairperson,
Odisha Real Estate Regulatory Authority, BBSR.

Compliances on 7th August 2023.

This is with reference to your Querries dated on 28/07/2023 for the items, I Pradipta Kumar Biswasroy, Managing Partner of M/s Sri Jagannath Promoters & Builders, for the Project, "Shreekhetra Greenpark" situated at Plot Mouza Shankarpur, Bhubaneswar, Khurda stated the followings:-

Sl. No.	Your point	Hall Khata No.	Hall Plot No.	Sabik Khata	Sabik Plot
1	Plot No. 8	861	2928	195	1119
2	Plot No. 13	2074/2357	2829/10228	244	1087
3	Plot No. 17	861	2918	365/319	1129/1130
4	Plot No. 18	861	2919	94	1120
5	Plot No. 19	861	2922/3881	95	1123
6	Plot No. 20	319	2891	244	1091
7	Plot No. 21	319	2891/3981	244	1087

Unfortunately, the Final Settlement Publication in 2014, the above sold out Plots of the Company (Sri Jagannath Promoters & Builders (P) Ltd.) were wrongly published again in the Hall ROR favouring the company and whereas legally the right, title, interest and possession of the land were very much with the Firm i.e. Sri Jagannath Promoters & Builders, after the purchase deed Vide no. 1113134873, dt.30.12.2013. However, required number of R/P cases were also filed with the Settlement Commissioner, Bhubaneswar as per the provision for altering the ROR, in favour of the Firm, which are pending as yet. The case references are given as below for your knowledge.

- Sl. No. 1, 3, 4 & 5- R/P Case no. – 712/2023.
- Sl. No. 2, 6 & 7 – R/P Case no. 758/2023.

Regarding Plot No. 16:-

We are to declare that Khata No. 299, Plot NO. 2895/3773 Acs.0.037, is actually Acs.0.036 being the physical possession with us, instead the recorded Extent of 0.037. We too have merged Acs.0.036 of land area in the Project only as per the approval Plan. We do not have any claim of balance Acs.0.001.



Contd...

Plot No - 370/3184, Near Toyota Showroom, Sishu Vihar, Patia, Bhubaneswar 751024

Site Office : Shreekhetra Residency Road, Near Arya School of Management, Behind Aiginia Sani Temple, Shankarpur Mz., Bhubaneswar - 751019

E-mail: jagannath_builders@yahoo.co.in

Phone: (0674) 2970849/6888831

www.sjpb.in

Conveyance Deed Format:- The right, title & interest i.e. Ownership of Plots 2918, 2829/10228, 2918, 2919, 2922/38 under Khata No. 861, 2074/2357 & 319 of Shankarpur Mouza, legally lies with the Firm i.e. Sri Jagannath Promoters & Builders by virtue of the Sale Deed No.1113134873, dt. 30.12.2013. Executed & registered by Sri Jagannath Promoters & Builders (P) Ltd. i.e. the Company. The Firm being the Land Owner is the Applicant to **RERA**, for Project Registration.

However, in view of wrong publication in Settlement ROR, favouring the Company, we have additionally taken the Company representative as the **consenter** to the Sale deed, and once the ROR copies are corrected favouring the Firm, we may not need the endorsement of the **Consenter**.

Your Sl. Point 12 of 13th July 2023 Query:-

Please find the ROR Copy duly uploaded after necessary correction and corrected as “**Managing Partner**” of Sri Jagannath Promoters & Builders.

Kindly consider the above submission & accord the permission.`

Thanking you.

Sincerely yours,

For **Sri Jagannath Promoters & Builder.**

For Sri Jagannath Promoters & Builders

Mg. Partner.
(P.K. Biswasroy)

Managing Partner