

CONVEYANCE DEED

**SALEDEED OF A SELF CONTAINED INDEPENDENT READY
BUILT FLAT/COMMERCIAL SPACE/UNIT, TOGETHER WITH
PROPORTIONATE IMPARTIBLE UNDIVIDED INTEREST IN THE LAND
AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON
AREAS FACILITIES AND AMENITIES THE BUILDING COMPLEX
HAVING THE NAME AND STYLE "KRISHNA APOLLINE" AT
PAHALAIN THE CITY OF BHUBANESWAR**

This INDENTURE of sale executed on this -----day of -----20---

By

M/s Krishna Properties & Developers Pvt. Ltd., Company firm duly incorporated under Companies Act.1956, having its registered office at Plot No. - 46, Indraprastha Housing Colony, Pokhariput, Bhubaneswar, Khorda, Odisha - 751020 represented through its Managing Director **Mr. Debiprasad Mohapatra**, aged about 52 years, S/o Mr. Sribatsa Mohapatra, Resident of Plot No. - 46, Indraprastha Housing Colony, Pokhariput, Bhubaneswar, Khorda, Odisha - 751020, GPA holder of the land owner **Mr. Sujit Kumar Behera** aged about 48 Years resident at-Plot-230, Sarala Nagar, Okil Bag Ps-Laxmisagar, Dist-Khordha by caste -Kapudia, by Profession-Business, Hal Plot -41, 41/1732 & Hal Khata No-408 & 352/1082 vide registered GPA Document No.11082311217 dated.19.08.2023 (hereinafter referred to as the "Vendor") which expression, unless repugnant to the

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context or meaning thereof shall mean and include its successor(s) and/or representative(s) and/or executor(S) and/or administrator(s) and/or assigns of the First Party.

Mr., aged about years, Daughter/Wife/Son ofby religion....., by caste.....at present residing at permanently residing at [Permanent Address] (hereinafter referred as the "Vendee"), which expression, unless repugnant to the context or meaning thereof shall mean and include her/his heir(s) successor(s) and/or executor(S) and/or administrator(s) and/or representative(s) and/or assigns of the Second Party.

The term "Vendor" and "Vendee" shall hereinafter be collectively referred to as "Parties" and individually referred to as "Party".

Whereas:

- A. The vendor is into the business of development, construction, marketing and sales of residential and commercial properties in and around the city of Bhubaneswar, since its incorporation in the year
- B. The Vendee is [Professional Introduction of the Vendee].
- C. The Vendor has developed a residential Layout under the name and style of **"Krishna Apolline"** (hereinafter referred to as the "Project") located in the revenue village of Pahala within the territorial jurisdiction of the Bhubaneswar Tahasil, Comprising of One Basement+Stilt+5 Residential Apartment Cum Commercial Building Consisting of 30 dwelling units. The Project is developed over an area of 1780.45 Sqm. of land (hereinafter referred as the **"Project Land"**).
- D. The Bhubaneswar Municipal Corporation (hereinafter referred to as the **"BMC"** (Planning Authority Constituted for the city of Bhubaneswar and its peripheral areas under the Orissa Town Planning & Improvement Trust Act 1956) has granted the permission to develop and construct the Project vide the approval Letter No- BP/BMC/008393, Bhubaneswar, Dated.30/04/2024.
- E. The Project was duly registered with the Odisha real Estate Regulatory Authority (hereinafter referred as the **"RERA"**) [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act.2016] at Bhubaneswar vide the Certificate of registration No., dated, which remained valid for the period of time commencing onand ending on
- F. Pursuant to the Vendee's application for booking of an apartment/flat/unit in the Project, the Vendee was allotted with the Apartment No

(Hereinafter referred as the "Apartment") having a saleable area ofsquare feet or square meters, TypeBHK, onFloor in Block....., Tower.....(hereinafter referred as the "Building") along with the exclusive right to use one free parking space and the corresponding Impartible share of Acre Decimal in the Project Land of pro-rata share in the common areas (hereinafter referred as the "Amenities areas") Thereafter, on the vendor executed an agreement for sale in favor of the Vendee for sale Apartment.

- G. The vendee being satisfied with the construction and result of the detailed due diligence exercise of the Apartment as well as their Project has evinced his/her/its desire to move ahead with the execution of this Deed.

Now Therefore This Deed of Sale Witnessed as hereunder:

1. In Consideration of the Vendee 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 was sale and assign unto and in favor of the vendee 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, charge, mortgage, litigation as well as all the statutory charges, demands etc.
2. The Vendor hereby declares and covenants that Vendor along with the landlords are the absolute owner of the Project Land and they have clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Vendee in terms of this Deed.
3. The vendee has confirmed to the vendor that it is entering into this 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.
4. The vendor hereby declare that it is of bone fide view that the Apartment is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments or any other adverse proceeding or claims from third parties which are in any way detrimental to the interest of the Vendee.
5. The vendor has explained in detail to the Vendee about the architectural specification, common areas and facilities and other salient features of the Project including provision for future maintenance, repairs, payment of Goods and Services Tax in accordance with Government circular and replacements of the common areas equipment's and facilities and formation of the association of apartment owners, which the Vendee fully understood to her/his/its satisfaction.

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6. The Vendor has constructed common facilities for the Project, such as common road, drainage, STP, firefighting equipment and electrical transformers/generators. The said common facilities shall be maintained by the society formed by the owners of the apartment/flat/unit.
7. The Vendor conforms that all taxes, levels, charges etc. pertaining to the Apartment has been paid up to the date of execution of this Deed and thereafter the same shall be the sole responsibility of the Vendee.
8. The Vendee is entitled to enjoy the common areas and facilities, in cooperation with the other purchasers and shall take effectual steps for the safety of the common areas.
9. The Vendee agrees that the Apartment shall not be used for any purpose other than the residential purpose for which the plan has been approved. The Vendee shall not store any inflammable item or substances or any materials which may Cause danger to the life and property of any and/or all the inhabitants of the Project or to the Project itself.
10. The Vendor shall keep the Vendee 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 vendee 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.
11. All the taxes, duties, case, etc. if any, levied by any government on the sale consideration of the Apartment or any component of sale consideration relatable to the Apartment or execution of this Deed, whether prospective or retrospective in nature, either by virtue of interpretation or by operation of law, the same shall be solely borne by the Vendee.
12. The Vendee shall Not:
 - a) Change the color scheme of the outer walls or painting of the exterior said of the doors and windows etc. or carry out any change/alteration in the exterior elevation or design of the Apartment and/or the Project.
 - b) Make any pollution (including noise, air and water) by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purpose in the Project
13. 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 future stamp duty/registration charge/service tax and any other charges on this Deed, the same shall also be borne by the Vendee.
14. The vendor hereby covenant that all shall sign, verify and execute such further documents as are required so as to effectively transfer the Apartment unto and in favor of the Vendee.

(Schedule-A)

SCHEDULE OF PROPERTY

District – Khorda, Tahasil – Bhubaneswar, P.S.–Baliana, No Mouza – Pahala, Khata No. 408 (Four Hundred Eight), Plot No. 41 (Forty One). Kisam-Gharabari, Area–Ac0.220Decimal.

Khata No-352/1082(Three hundred fifty two by one thousand eighty two), Plot No. 41/1732 (Forty One by Seventeen hundred thirty tow) Area-Ac. 0.220 Decimals. Kisam-Gharabari, Total One Mouza, Two Khatas, Two Plots, total area-Ac0.440 Decimals

SCHEDULE OF FLAT (Schedule-B)

The area transferred in favor of vendee measuring Ac.....decimals of undivided impartibly interest out of total area of.....dec with building thereon measuring **Carpet Area**.....Sqft assigned as **Flat No.....** on Floor No..... including parking space No....., on the stilt floor of the apartment named styled as “ **KRISHNA APOLLINE** “.

- | | |
|--|---------|
| 1. Cost of land undivided impartible share | Rs..... |
| 2. Cost of Flat on the carpet area.....Sqft
(Rate of apartment per Sqft@Rs.....
Including parking/garage cost) | Rs..... |
| 3. GST & other taxes as applicable at the time of registration | Rs..... |
| Total Cost Rs..... | |

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Managing Director

Devi Das

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.

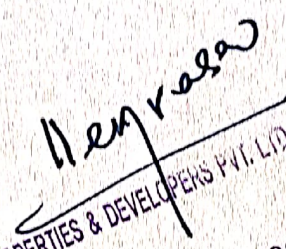
(Vendors)

(Vendee/es)

Witnesses:

1.

2.


KRISHNA PROPERTIES & DEVELOPERS PVT. LTD.
Managing Director