

CONVEYANCE DEED

This Conveyance made and executed on this the day of _____
(_____)

BY

M/S MM ENGINEERS AND CONSULTANTS, one partnership firm incorporated under the Indian partnership Act. 1932, vide certificate of incorporation no.403/1997 issued by Registrar of the firm of Orissa having registered office at: 2nd floor Sumitra plaza, Badambadi, Cuttack-12, having PAN NO- AAHFM0973H, represented by its partner SRI Upendra Nath Sutar aged about 49 years, son of Sri Late Indramani Sutar, by Caste: Badhei, by Profession: Business, permanent resident of Rajashree Enclave, Shelter Chhaka, Tulasipur, Cuttack. P.S.Bidanashi, Town/ Dist. Cuttack-753008 (Aadhar No. 9413 7623 7782), PAN No.-AQTKPS0734J (Mobile No. 9437120198) self and Authorised Agent for

(1) MENAKA BEHERA, aged about 82 years, Wife of Late Fakir Mohan Behera, by Caste :Gopal, by Profession: House wife permanent resident of At-Matha Sahi, Post,Tulasipur, P.S. Bidanasi, Town/ Dist. Cuttack- (Aadhar No. 449416970153),(vide Registered General Power of Attorney bearing No. 40391404759, registered on 21-10-2014 & 10392200117 dated 5-01-2022 in the Office of D.S.R., Cuttack)

Herein after referred to described and called as the VENDORS which expression shall unless excluded by or repugnant to the subject or context their legal heirs, Successors, successors-in-interest, executors, administrators and assignees and collectively referred to as party of FIRST PART.

IN FAVOUR OF,

(1) _____, aged about _____ years, _____
(ADHARR No. _____) (PAN - _____, are by Caste:
_____), by Profession- _____, AT-C/O
_____ Plot no- _____,
P.O: _____, P.S.: _____, Town/ Dist: _____. presently
residing at hereinafter referred to and described as the purchasers/vendees
which expression Shall mean and include his / her legal heirs / successors
/ executors / administrators and assignees of the party of the SECOND
PART.

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Upendra Nath Sutar
Partner

Valuation:- Transaction between parties Rs. _____ /-
(Rupees _____) only:

WHEREAS

The Principal Vendors are the absolute and indefeasible owners of the piece and parcel of land covered under Khata No. 257, 375/493, 827, Plot No. 84, 84/3454, 85, 85/3455 Ac0.239 Dec. was handed over to MM ENGINEERS AND CONSULTANTS for development as per the schedule (A) by virtue of power of attorney vide registered no- 40391404759, registered on 21-10-2014 & 10392200117 dated 5-01-2022. The land owned and held by land owners (Principal Vendors) have compact piece of land, which is classified as "homestead" land and situated in Hal Mouza : Cuttack Sahar, Unit No. 7, North Tulasipur, under Bidanasi P.S. in the city of Cuttack. **WHEREAS** the executants are the absolute Owners in possession of land recorded under Mouza: Cuttack Sahara, unit No.7, North Tulasipur, tahasil Cuttack Sahar, Khata No. 257, 375/493, 827, Plot No. 84, 84/3454, 85, 85/3455 Ac0.239 dec.

The aforesaid Principal Vendors have decided to develop their land along with the builder and hence separate collaboration agreements have been executed by the aforesaid land owners in favour of M/s MM ENGINEERS AND CONSULTANTS for construction of a complex named "**MM MENAKA TOWER**" on the plot .And the land owners have also executed in registered Power of Attorney in favour of Builder for construction of the building and sale of the carpet area belonging to the builder.

Whereas the builder M/s MM ENGINEERS AND CONSULTANTS had submitted a building plan before the Cuttack Municipal Corporation , the authorized competent Authority for sanction of building plan on the total available area with the builder . And the Cuttack Municipal Corporation has been pleased to sanction the said plan vide their letter No, 1620 (PLG) dated 16.11.2021 and accorded permission for construction of a building complex named 'MM MENAKA TWER" comprising stilt and four floors and in consonance with the project Registration approved by Odisha Real Estate Regulatory. Authority, Bhubaneswar, vide Project Registration Number-_____.

AND WHEREAS the Builders offered to sell residential apartments of different sizes and dimension in the proposed Housing. Complex under the name and style of "MM MENAKA TOWER" (hereinafter called as 'complex')

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Partner

AND WHEKEAS

The Principal Vendors are in exclusive and peaceful possession of the land inherited by them. There is no challenge to the title of the Principal Vendor by any person what so ever. The Principal Vendors had also done mutation of the land in the Office of the Tahasildar, Cuttack Sahar, The competent revenue authority after causing due and appropriate enquiry and on being satisfied with the prima-facie title and possession of the Principal Vendors, had allowed the mutation and a separate record of right has been prepared in favour of the Principal Vendors under Khata no-257, 375/493, 827, Plot no-84, 84/3454, 85, 85/3455 Ac0.239 dec.

AND WHEREAS

The Principal Vendors had formulated a scheme for commercial exploitation of the land by construction of a multistoried / high rise building over the land in consonance with the building plans approved by Cuttack Municipal Corporation. The Principal Vendor had conferred and assigned exclusive right on MM ENGINEERS AND CONSULTANTS to construct the proposed multistoried building of independent flats / units in consonance with the building plans sanctioned and approved by Cuttack Municipal Corporation. A collaboration agreement has been executed between the Principal Vendors and the land owner. The Principal Vendor, in the meantime executed registered general power of attorney constituting Sri Upendra Nath Sutar, the Partner of the MM ENGINEERS AND CONSULTANTS, delegating certain powers, including sale deeds, in respect of the land or part thereof along with sale of the independent unit of building flat. On 05-01-2022 vide document no10392200117 of the year 2022 registered which the office of the sub-registrar, Cuttack, for construction & sale of flats upon the schedule property and for such purpose, the vendor has been put in possession of the schedule property

AND WHEREAS

In the meantime the construction of the building is complete and got occupancy certificate from CMC, the vendee after physical verification of the flat with regard to its quality and common area facilities provided by vendor had expressed his / her unambiguous, explicit and unequivocal intention to purchase by way of absolute sale, the self-contained independent ready built flat / floor space, in the multi storied building

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Partner

constructed over the land as set out in the Schedule having the name and style of "MM MENAKA TOWER" and more precisely delineated in the lay out plan attached to the sale deed inclusive of proportionate impartible undivided interest in the land described in the Schedule A, over which the multi storied building having the name and style of "MM MENAKA TOWER" has been constructed.

AND WHEREAS

The vendors had accepted the offer given by: the vendees and had expressed their unequivocal intention to transfer and convey the ready built self-contained independent flat / units as more fully described and delineated in the Schedule "A" as well as layout plan drawing attached to the sale deed together with proportionate impartible undivided interest in the land as delineated in the Schedule as well as the right of use and enjoyment the common area in the complex "MM MENAKA TOWER".

AND WHEREAS

The offer made and acceptance thereof by the parties namely Vendor and the vendees have crystallized into a concluded contract. Be that as it may, the essential terms and conditions as well as the incidents of the sale transaction has been agree upon and settled by and between the parties. The vendors admit and acknowledge receipt of the total consideration amount in respect of the ready built flat.

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.

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Spendra Nath Sanyal
Partner

NOW THIS DEED
WITNESSTH 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 where of the vendors 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(s), transfer(s) and assign(s) the above said property being **Flat No. _____** having **Carpet Area of _____ sq.ft.** (more or less) situated on the _____ of the residential complex known as “**MM MENAKA TOWER**” At- _____ Cuttack, and such space as more fully and particularly mentioned and described in the **Schedule (A)** 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 part and portions more fully and particularly described in the **Schedule ‘B’** 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).

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Partner

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 "MM MENAKA TOWER" 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 outgaining 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 owners.

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Partner

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 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-A

Description of land & Flat

- Lot No.1** District: Cuttack, P.S.: Bidanasi, S.R.O. & Tehsil : Cuttack Sadar, Thana No. 6, Tahasil No.208, Mouza : **Cuttack Town Unit No. 7, North Tulasipur**, M.S. Khata No. 827 (Eighty hundred twenty seven) **Pattadar** Plot No. 85 (Eighty five) **Kisam** : Gharabari-2, Area **Ac0.040dec.** & Plot No. 85/3455 (Eighty five/ Three thousand four hundred fifty five) **Kisam**: Gharabari-2 Area **Ac0.079dec.** Total Area **Ac0.119dec.** (One hundred nineteen decimals) with annual rent of Rs.43.65paise. Corresponds to Sabik Mouza : Tulasipur, Sabik P.S. No.195, Sabik Khata No. 81 & Sabik Plot No.727.
- Lot No.2:** Dist, P.S., S.R.O., Tahasil & Mouza : as mentioned above, M.S. Khata No. **257** (Two hundred fifty seven) **Sthitiban** Plot No. **84** (Eighty four) **Kisam** Gharabari-2, Area **Ac0.040dec.** With annual rent of Rs.15/- Corresponds to Sabik Mouza: Tulasipur, Sabik P.S. No.195, Sabik Khata No. 81 & Sabik Plot No. 727.
- Lot No. 3:** Dist, P.S., S.R.O., Tahasil & Mouza : as mentioned above, Mutation Khata No. 375/493 (three hundred seventy five/ four hundred ninety three) **Sthitiban** Plot No. 84/3454 (Eighty four /three thousand four hundred fifty four) **Kisam**: Gharabari-2, Area **Ac0.080dec.** With annual rent of Rs.30/-

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Corresponds to Hal Khata No.257, Plot No. 84. Corresponds to Sabik Mouza: Tulasipur, Sabik P.S. NO.195, Sabik Khata No. 81 & Sabik Plot No. 727. Grand total area **Ac0.239dec.** (Two hundred thirty nine decimals) with total annual rent of Rs.88.65paise.

The interest transferred in favour of the purchaser being proportionate impartible undivided share is notionally fixed at Ac0.05dec. (Five decimals) with annual rent of Rs.____/- which is Cuttack Municipal Corporation Ward No.--.

BOUNDED BY

North: Plot no-_____.

South: Plot No._____

East: _____.

West: _____

Word no.-_____

SCHEDULE-B

Description of flat

Flat	:	_____
Floor	:	_____
Type	:	_____
Carpet area	:	_____ sq.ft (Free Parking)

All that ready built flat/ unit/built up space in the building complex having the name and style of "MM MENEKA TOWER" which is as delineated and marked in the layout drawing Annexure-II to the sale deed.

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Partner

SCHEDULE-B

1. Staircase on the floors, lobbies, corridors.
2. Staircase landings and 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 overhead 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 driveways and entrance.

Memorandum of consideration

As per Govt./Bench Mark Valuation:

(g) Valuation of land (the approximate area, notionally qualified pertaining to proportionate impartible undivided interest in the land is Ac0. _____ dec. is Rs. _____/-

(ii) Valuation of the ready built flat with electricity water connection and other facilities in the complex "MM MENAKA TOWER" which is completely functional having carpet area area of _____ sq.ft.is Rs. _____

CERTIFICATE

Certificate that the vendors and the purchaser are not members of any schedule cast or schedule tribe, as specified in the construction order.

Further certified that the land in question is not a species of lease hold land of government and the same is not ceiling surplus land within the meaning of the urban Land (Ceiling and Regulation) Act,1976 which stands repealed or Orissa land Reforms Act, 1965.

Further certificate that the lands in question are not within the purview of consolidation proceeding undertaken under the Orissa Consolidation of Holding and Prevention of Fragmentation of Law Act, 1972.

MM Engineers & Cons.
Upendra Nath Saha
Partner