

CONVEYANCE DEED

This Sale Deed is made, executed and Registered at DSR, Bhubaneswar, District: Bhubaneswar, State of Odisha on this2023. (Two Thousand Twenty-Three)

By

M/s SAINATH EARTH MOVERS PRIVATE LIMITED. (Pan No-AARCS6270J), is a Company incorporated under the Company's Act, 1956 (No.1 of 1956), CIN No : **U14200OR2012PTC015221** having its registered office at Plot No.-88/974, Purabi Complex, Jagannath Nagar, Road No.-8, Rasulgarh, Bhubaneswar-751010, Dist. Khordha, Odisha (**PAN-AARCS6270J**) represented through its Managing Director, **Sri Abhaya Kumar Panda**, S/o Laxman Panda (Aadhar No 2731 6325 6646)Mobile No.- **8260478555** here in referred to as the owner/Developer "**VENDOR**" which expression unless, it be repugnant to the subject and context thereof, shall mean and include its Partner, administrators, successor in interest, executors and assign of the party of the **FIRST PART**.

AND BETWEEN

SRI/SMT _____
aged about _____ years,
S/o-S/o/W/o/ D/o. _____, By Caste : _____,
By Profession : _____
_____, Residing at _____,
P.O- _____ P.S - _____,
Town/Dist- _____, Odisha, (PAN : _____),
AadhaarNo _____ Mobile No _____
_____ herein after referred to and described as

For Sainath Earthmovers (P) Ltd.
Abhaya Kumar Panda
Managing Director

the **PURCHASER / VENDEE** which expression shall mean and include his / her legal heirs, successors, nominee, administrators, successor in interest, executors and assign of the party of the **SECOND PART**.

NATURE OF DOCUMENT: SALE DEED

CONSIDERATION AMOUNT: Rs. _____/- (Rupees _____ only).

NATURE OF RIGHTS: Ac _____ (_____)
of undivided land out of _____ Dec.
with carpet area _____ sq.ft. (_____)
with annual Rent Rs. _____ is hereby sold with all rights
and easements thereof.

WHEREAS

To add this the property in question stood recorded in the name of (1) SMT. MAMATA ROUT, aged about 51 years, Wife of Baikunthanath Rout, resident of At-Jaypur, P.S.-Baranga, Dist.-Cuttack, Odisha, Aadhaar No.-4611 0084 3652, PAN-BIWPR339 Q, Mobile No.-9437211061 under Dist.-Khordha, Tahasil-Bhubaneswar, P.S.-New Capital, Hal P.S.-Chandrasekharapur, under the jurisdiction of D.S.R.O.-Khordha at Bhubaneswar, under MOUZA-PATIA, Khata No.-474/1942, Plot No.-550/3605, Area A0.130 decs., Kisam-Gharabari, Full Plot, (2) SURJYAKANTA MISHRA, aged about 56 years, Son of Late Dharanidhar Mishra, permanent resident of At-Chatarasasan, PO-Gopaljew Patana, P.S./Dist.-Kendrapara, Odisha, Pin-754211 at present residing at Qr. No.-C/95, Nalco Nagar, Angul, Dist.-Angul, Odisha, Pin-759145, Aadhaar No.-3321 4137 5031 under

For Sainath Earthmovers (P) Ltd
Managing Director

Dist.-Khordha, Tahasil-Bhubaneswar, P.S.-New Capital, Hal P.S.-Chandrasekharapur, under the jurisdiction of D.S.R.O.-Khordha at Bhubaneswar, under MOUZA-PATIA, Khata No.-474/1942, Plot No.-550/3605, Area A0.130 decs., Kisam-Gharabari, Full Plot & (3) SRI JOGENDRA KUMAR DAS, aged about 70 years, Son of Duryodhan Das, resident of At-Balikuda, P.S.-Sadar, Dist.-Cuttack, Odisha, at present residing at Qr. No.-L/122, Baramunda Housing Board Colony, Baramunda, P.S.-Khandagiri, Bhubaneswar-751003, Dist.-Khordha, Odisha, Aadhaar No.-7867 5702 1238, under Dist.-Khordha, Tahasil-Bhubaneswar, P.S.-New Capital, Hal P.S.-Chandrasekharapur, under the jurisdiction of D.S.R.O.-Khordha at Bhubaneswar, under MOUZA-PATIA, Khata No.-474/509, Plot No.-550/2323, Area A0.250 decs., Kisam-Gharabari, Full Plot. The present owners as above are continuously and uninterruptedly and undisputed right, title, interest over the land in question and paying rent to the Govt. and obtaining receipts thereof.

AND WHEREAS

That the Vendor is **M/s SAINATH EARTH MOVERS PRIVATE LIMITED.** (Pan No-AARCS6270J), is a Company incorporated under the Company's Act, 1956 (No.1 of 1956), CIN No : **U14200OR2012PTC015221** having its registered office at Plot No.-88/974, Purabi Complex, Jagannath Nagar, Road No.-8, Rasulgarh, Bhubaneswar-751010, Dist. Khordha, Odisha (PAN-

For Sainath Earthmovers
Ashoka Kumar Panda
Managing Director

AARCS6270J) represented through its Managing Director, **Sri Abhaya Kumar Panda**, S/o Laxman Panda (Aadhar No 2731 6325 6646)Mobile No.-**8260478555** has entered as a developer with an agreement registered on 26.09.2022 vide Regd. Agreement Document Sl.No.-1082213924 with Mamata Rout, Wife of Baikuntha Nath Rout and registered on dtd.24.01.2023 vide Regd. Agreement Document Sl. No.-1082301812 with Suryakanta Mishra, Son of Late Dharanidhar Mishra and registered on dtd.27.05.2022 vide Regd. Agreement Document Sl. No.-1082208027 with Jogendra Kumar Das, Son of Duryodhan Das all three Development Agreements registered in the office of DSRO, Khordha at Bhubaneswar in respect of their lands for the construction of a residential apartment as B+S+5 on sharing basis on specific allocation of developer and above said land owners and having approved building plan from BMC, Bhubaneswar vide Letter No.-1426 dtd.11.01.2023 in File No.-MBP-BMC-020224/2022.

AND WHEREAS

The vendor has clear and marketable title in respect of the said land in question. Land Owner here in after is the developer had formulated a scheme to construct Residential complex comprising of several units / CARPET AREA space besides other common areas, facilities and amenities and parking space utilities in the complex of

For Sanath Earthmovers (P) Ltd.
Sri Abhaya Kumar Panda
Managing Director

“PRITI MANSION”. The Bhubaneswar Municipal Corporation had granted permission for construction and development of square meter of built-up area. The building plans have been approved and permission for construction has been granted by the authorized officer Cum City Planner BMC, Bhubaneswar vide Letter No.-1426 dtd.11.01.2023 in File No.-MBP-BMC-020224/2022 and ORERA Regd No: _____ dated _____ having utilized absolutely its own financial resources

AND WHEREAS

The above-named vendee expressed his/her desire to purchase undivided proportionate share and interest in the said scheduled property measuring together with the building measuring Carpet Area of _____ sqft assigned as Flat No.: on _____ Floor in **Block-A / Block-B** in **“PRITI MANSION”** at Patia, Bhubaneswar along with garage/closed parking in the Basement/ stilt Floor of the said apartment more fully

AND WHEREAS

The ownership of a residential space in an integrated complex is a concept which contemplates (a) exclusive right, possession and enjoyment of a specified CARPET AREA area / constructed space (b) right of passage / way, easements and quasi easement etc, (c) covenants relating to maintenance of common areas, facilities, amenities and conveniences (d) ownership of land

For Sainath Earthmover,
Managing Director

remains joint and undivided i.e. a proportionate impartible undivided interest or share in the land over which the building complex has been constructed.

AND WHEREAS

The purchaser / party of the second part had expressed his / her unambiguous, explicit and unequivocal intention to purchase by way of absolute sale a CARPET AREA space flat, in the integrated complex with name and style as **“PRITI MANSION”** constructed over the land 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. The Residential complex **“PRITI MANSION”** comprises of several built-up space/Flat and covered utility space in the complex besides the common areas, facilities, amenities and conveniences in the integrated complex. The purchaser simultaneously with the execution herewith has already paid the consideration amount both in respect of the CARPET AREA space Flat and for acquisition of proportionate impartible undivided interest in the land.

AND WHEREAS

The purchaser had expressed a clear intention to purchase the Residential Flat in question. The vendors parties of the first part herein after the Land owner as well as the Developer had accepted the offer given by the purchaser / party of the second part and had expressed

For Sainath Earthmovers (P) Ltd.
Managing Director

the unequivocal intention to transfer and convey the carpet space / Residential unit **Flat No. _** in the **___ Floor** **“PRITI MANSION”** of the multi storied building as more fully described and delineated in the Schedule – B as well as layout plan drawing attached to the sale deed inclusive of proportionate impartible undivided interest in the land as delineated in the Schedule - A as well as the right of use and enjoyment the common utility areas facilities amenities and conveniences provided and earmarked in the complex.

AND WHEREAS

The offer made and acceptance thereof by the parties namely Vendors and the Purchaser having crystallized into a concluded contract, agreement had been executed by and between the parties. Be that as it may, the essential terms and conditions as well as the incidents of the sale transaction has been agreed upon and settled by and between the parties. The Vender/Developer admit and acknowledge the receipt of the total consideration amount in respect of the carpet area **Flat No.:** on _____ Floor **in Block-A / Block-B** in **“PRITI MANSION”** complex together with proportionate impartible undivided interest in the land, as more fully described in Schedule B and A set out below respectively.

AND WHEREAS

As stated in the foregoing paragraph the Purchaser party of the second part had evinced an intention to

For Sainath Earthmovers (P) Ltd.
Appointed Managing Director
Managing Director

purchase a commercial unit / CARPET AREA space comprised in the integrated Residential complex. The said request of the purchaser has been accepted by the vendor. The residential unit is identified as Flat No.: on _____ Floor in Block-A / Block-B in "PRITI MANSION" having a carpet area of _____sq.mt. in respect of which the consideration amount had been fixed and settled at **CONSIDERATION AMOUNT: Rs.**

_____/- **(Rupees _____only)** being the consideration in respect of chargeable finishing structure, residential unit / CARPET AREA area inclusive of proportionate impartible undivided interest in the land.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS -

1. In pursuance to the agreement between the parties and in consideration as agreed and more specifically covered in Schedule - "C" has already received, admit & acknowledge from the Purchaser as following manner:

Rs. _____/- (Rupees _____) only Vide Ch.

No. _____ of Bank _____

Cuttack, Dated. _____

Rs. _____/- (Rupees _____) only Vide Ch.

No. _____ of Bank _____

For Sainath Earthmovers (P) Ltd.
 Managing Director

Cuttack, Dated. _____

Rs. _____ /- (Rupees _____)
only Vide Ch.

No. _____ of Bank _____,

Cuttack, Dated. _____

Rs. _____ /- (Rupees _____)
only Vide Ch.

No. _____ of Bank _____,

Cuttack, Dated. _____

All total comes of Rs. _____ /-(Rupees

_____ only), which constitute the consideration for transferring and conveying the chargeable carpet space / Residential Flat in question inclusive of the proportionate impartible undivided interest in the land as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex “PRITI MANSION” having been paid by the Purchaser, party of the second part to the Developer, the receipt whereof the Vendor doth hereby admit and acknowledge, that the Vendors hereby transfer, assign and assure unto and in favor of the Purchaser the said CARPET AREA

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Managing Director

space / Residential unit as delineated in the Schedule-B and indicated in the layout drawing attached to the sale deed, in the commercial cum Residential complex including the benefit of all rights, easements and facilities, amenities and conveniences provided in the complex, for the beneficial use and enjoyment of the said CARPET AREA area / Residential unit, as more fully described in Schedule-B transferred in favor of the purchaser by absolute sale together with the proportionate impartible undivided interest in the land as described in the Schedule-A.

2. The Vendors further declare and covenant that the Purchaser shall enjoy and hold the said CARPET AREA space / Residential unit described in the Schedule-B together with the proportionate impartible undivided interest in the land, as set out in Schedule-A as well as the right of use and enjoyment the common areas facilities amenities and conveniences provided and earmarked in the complex **“PRITI MANSION”** absolutely and forever. The vendors unequivocally state that notwithstanding any act, deed or things done, they have absolute right title and interest as well as saleable right to grant and convey the CARPET AREA space / commercial unit and undivided interest in the land in favor of the

For Satsarth Earthmovers (P) Ltd.
Aashu Kumar Rana
Managing Director

Purchaser explicitly delineated in Schedule 'B' and 'A' respectively. As a resultant consequence, the Purchaser shall possess, use and enjoy the said CARPET AREA space / Residential unit inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the Vendor or any person claiming any interest under the Vendors as well as the benefit of use and enjoyment of common areas, facilities, amenities and conveniences provided and earmarked in the complex.

3. The Purchaser / party of the second part, shall at all times hereafter peaceably and quietly enter upon and exclusively occupy possess and enjoy the said Residential unit / premises conveyed to him with all rights and appurtenances and shall be entitled to receive the rents, income and profits thereof without any interruption, claim or demand whatsoever from or by the vendors or their successors in interest, executors, administrators or assigns or by any other person or persons claiming any right under the Vendors.
4. The Purchaser, after execution herewith shall have unfettered rights to deal with the said residential unit including but not limited to the right to sale / lease /

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Managing Director

etc. to any third party with or without consideration or to deal with the subject residential unit as it may so desire without any hindrance or interruption by the vendors or their successors in interest, executors, administrators or assigns or by any other person or persons claiming any right under the Vendors.

5. The Purchaser shall exercise all acts and ownership and possession in respect of the said Residential Flat premises hereby transferred and conveyed in his favor absolutely and shall be kept harmless and indemnified against any claim / right advanced by any third party, pertaining to the project land and the construction of the complex undertaken over the said land by the Vendors or by any other person or persons.
6. The Vendors and all persons claiming any right, title or interest in respect of the said land and premises hereby transferred by the vendors shall from time to time and at all times hereafter at the request and cost of the purchaser execute or cause to be done and executed all such further acts, deeds and things whatsoever for more perfectly and absolutely assuring the property namely the carpet space / Residential unit and undivided share in the land unto and in favor of the Purchaser.
7. The Vendors state that they have absolute right, title

For Sainath Earthmovers (P) Ltd.
Managing Director

and competency as well as saleable interest to grant, convey, transfer, assign and assure the said CARPET AREA space / Residential unit in the complex together with undivided interest in the land as explicitly delineated in Schedule-B and A respectively in favor of the Purchaser / party of the second part. The Vendors further undertake that they shall at all times hereafter at the cost and request of the Purchaser, if so required, to execute or cause to be executed any further deeds and assurances in favor of the purchaser for removing any deficiency and reassuring the title in respect of the CARPET AREA space / Residential unit hereunder transferred in favor of the Purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The Vendors including their successor in interest / assigns shall at all times, herein after indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by the Purchaser by reason of any defect, deficiency in the title of the Vendors, in respect of the land or the CARPET AREA space / Residential unit transferred under the sale deed inclusive of proportionate impartible undivided interest in the land.

For Sainath Earthmovers (P) Ltd.
[Signature]
Managing Director

8. Resultantly the purchaser shall possess, and enjoy the CARPET AREA / Residential unit together with proportionate impartible undivided interest in the land hereunder transferred absolutely free from any encumbrances, attachments, liens, lispendence, acquisition or requisition, attachments. The Vendors further unequivocally declare that the property namely the proportionate impartible undivided interest in the land and the carpet area / Residential unit in the complex conveyed is not the subject matter of any suit or litigation and the same has not been attached by any Court or authority in any proceeding. The property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by Government or even in contemplation by the Government or any other authority in respect of the property.
9. The Purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a legal right enjoined in the Orissa Apartment Ownership Act but also the carpet space / Residential unit, which is conveyed under this sale deed in consonance with the rules, regulations in force as well as the bye-laws to be framed by the owners of the CARPET AREA

Prasanna Kumar
Managing Director
For Sainath Earthmovers (P) Ltd.

space / Residential units comprised in the complex.

10. The Purchaser shall have unequivocal rights to avail loan / finance from bank / financial institution / private parties by creating charge against the subject Residential unit in form of mortgage, hypothecation or any other form and Vendors shall have no objection of whatsoever for the same. In case of any NOC (No Objection Certificate) required by such bank / financial institution / private parties for creation of charge, Vendors shall forthwith provide the NOC to Purchaser.
11. Purchaser at its own costs and expenses can carry out all/any internal modification or alteration of the subject Residential unit as it may so desire for the benefit of its use or occupation and Vendors shall have no objection for the same as long as the modification is not impacting the structural stability of the complex.
12. Purchaser hereby agrees that the cost of maintenance and repairs of the Common Areas and facilities of the Complex shall be proportionately divided among all the owners of the units of the complex and shall be in accordance with Bye-Laws of the Society / Association of the Owners.
13. The Vendors further covenant that the purchaser shall have the right to use and enjoy the common

For Sainath Earthmovers (P) Ltd.
Shree was
Managing Director

areas and facilities and other amenities, in harmony with other purchasers of carpet space / Residential unit in the complex and in consonance with the bye-laws, which may be framed by the society / association of the owners of the CARPET AREA space / Residential units in the complex **“PRITI MANSION”**. Purchaser shall be member of such society / association of the owners, whenever formed by the Vendors, and shall have the requisite rights and obligations as per the bye-laws framed by society / association of the owners.

14. The vendors further covenant that the purchaser is delivered possession of the CARPET AREA space / Residential unit as more explicitly delineated in Schedule-“B” today, that is, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said CARPET AREA space / unit together with the benefits of common facilities as absolute and indefeasible owner thereof in his / her own right.
15. 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.

For Sainath Earthmovers (P) Ltd.
K. Srinivas Reddy
Managing Director

IN WITNESS WHEREOF, the vendors here-un-to have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

WITNESSES :

For Sainath Earthmovers (P) Ltd.

Abhaya Kumar Panda
Managing Director

**Signature of the
Vendor Partner of SAI
NATH EARTH MOVERS
PRIVATE LIMITED**

**SIGNATURE OF THE
PURCHASER**

SCHEDULE - A DESCRIPTION OF LAND

Dist.-Khordha, Tahasil-Bhubaneswar, P.S.-New Capital, Hal P.S.-Chandrasekharapur, under the jurisdiction of D.S.R.O.-Khordha at Bhubaneswar, under MOUZA-PATIA, (1) Khata No.-474/1942, Plot No.-550/3605, Area A0.130 decs., Kisam-Gharabari, Full Plot, (2) Khata No.-474/1942, Plot No.-550/3605, Area A0.130 decs., Kisam-Gharabari, Full Plot, (3) Khata No.-474/509, Plot No.-550/2323, Area A0.250 decs., Kisam-Gharabari, Full Plot. Total One Mouza, Three Khata, Three Plots, Total area A0.500 decs.

SCHEDULE - B
DESCRIPTION OF THE
RESIDENTIAL UNIT / CARPET
SPACE

Flat No- _____
Floor - _____
Type - Residential
Flooring - _____)

All that carpet space unit Flat No. _____ in the Building Complex **BLOCK-A / BLOCK-B** Having the name and style of "**PRITI MANSION**" as delineated and marked in the lay out drawing attached to the sale deed. Along with a free parking Space in the basement/Stilt Floor.

BOUNDED BY:-

North - _____ South-
East - _____ West -

SCHEDULE - C
Memorandum of Consideration

Total Value of undivided proportionate
impartible land share Ac0. Decimals
Total Value of Built-up Space Flat

Rs. _____
Rs. _____

Total Value of Property Rs.

(Rupees

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For Sainath Earthmovers (P) Ltd.

Abheek Kumar Panda
Managing Director