

CONVEYANCE DEED

THIS CONVEYANCE made on this ___ day of ___ 20___

BY

/s (herein after called the "The builder/ promoter/first party/Vender").

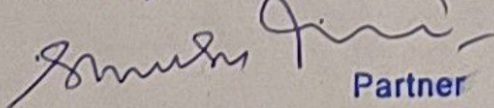


1. **SRI JAGAN MOHAN ACHARY** Aged About 61 Years, S/O. Late. A Nilakantha Achary, Cast By Sunari, Ex Servicemen By Profession, Resident At House No 118, Saradhabali, Of Berhampur Town, P.O.- Engineering School, P.S.: Baidyanath Pur, Dist.: Ganjam, Odisha, &, represented through her power of attorney holder **SATYAM SIVAM DEVELOPERS**, Regd. No.1120201900849 of 2019. Situated at Giri Road, Near Shanti Kund, Berhampur, Dist.: Ganjam, Pin- 760005, Represented By Its Partner 1) **Sri Shubransu Panigrahi**, Aged About 37 Yrs ,S/O- Late Bhagaban Panigrahi, Residing At Saradhabali Housing Complex, Qr No 30, 3rd Lane, Khodasing, Berhampur-760010, By Caste Brahmin, By Profession Business, Under B.N.Pur Police Station, Berhampur Tahasil, District- Ganjam. 2) **Sri Roshon Kumar Palo**, Aged About 34 Yrs, S/O- Murali Palo, Residing At Kharavela Nagar 3rd Lane, Near Jyoti Nagar Square, Berhampur-760001, By Caste Baniya, By Profession Business, Under Berhampur Sadar Police Station, Kukudakhandi Tahasil, District- Ganjam (here-in- after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include its partners, successors, executors, administrators, assigns and representatives etc.) of the ONE PART.

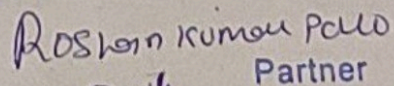
AND

IN FAVOUR OF _____ aged about ___ years, S/o- _____ caste - _____, By profession- _____, Permanent Resident of At: _____, Po: _____, Dist: _____, State: _____, Pin No: _____ & Present Address: _____, _____, (hereinafter called as "PURCHASER" which expression shall mean and include his legal heirs, successors, executors, administrators and assigns) of the OTHER PART. The expression vendor and vendee shall mean and include the parties, their respective heirs in succession, successors or nominees,

M/s. Satyam Sivam Developers


Partner

M/s. Satyam Sivam Developers


Partner

Sri Prakash Ch. Dash
E.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012

26/5/2012

executors, administrators, legal representatives and assignees (as the case may be) of their respective parts.



Whereas SRI JAGAN MOHAN ACHARY Aged About 61 Years, S/O. Late. A. Nilakantha Achary, Cast By Sunari, Ex Servicemen By Profession, Resident At House No 118, Saradhabali, Of Berhampur Town, P.O.- Engineering School, P.S.: Baidyanath Pur, Dist.: Ganjam, Odisha (hereinafter referred to as 'the land owners') are the absolute owners of land identified at District Ganjam, SRO – Berhampur-II, Tahasil – Berhampur, Thana – Baidyanathpur, Thana No. 97, Mouza khodasing, Plot No: 98/2657, Khata No: 240/1695, Ac0.137Dec, having purchased the land from Mousimi Mohanty, aged 47 years, w/o Prabin Kumar Mohanty, by profession housewife, by caste karana, resident of village Berhampur Mahanagar jarada bungalow Nandighosh Enclave, flat no-407, Po- Berhampur, Ps- Baidyanathpur, Dist. ganjam, Odisha, vide Sale deed dated 06.08.2010, registered at the office of the Sub-Registrar Berhampur Town, Dist. ganjam, vide Document No.10611008083 in Book No.1, Volume 12, for a consideration amount of Rs.5,00,214/- only.

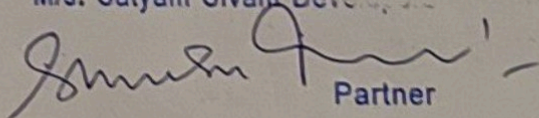
And whereas the land owners have caused mutation of the land records in their favour vide Mutation Case No.17813 of 2010 at the office of the Tahasildar, Berhampur.

And whereas the land owner and the Vendor/Promoter had entered into a development agreement dtd.12.03.2021 for development of the said land for construction of a residential apartment project under the name and style of SIVAM ENCLAVE.

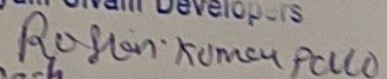
And Whereas the land owners have executed a registered irrevocable Development agreement cum general power of attorney in favour of the Vendor on 25.05.2019 vide Document No.40571901570 of the year 2019, registered with the Office of the District Sub-Registrar, Chhatrapur, for construction and sale of the flats upon the Schedule Property and for such purpose, the Vendor has been put in possession of the Schedule Property.

WHEREAS, the land owners got the building-plans prepared for a Residential [Real Estate] Project on the PROJECT LAND and the plan was approved/sanctioned by the Berhampur Municipal Corporation, and approval communication vide Letter no.502/ BeMC(BPBA-400/2021) dated 10.05.2022.

M/s. Satyam Sivam Developers

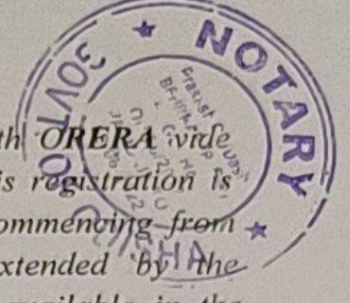

Partner

M/s. Satyam Sivam Developers


Partner

Sri Prakashi Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)

ON. 06/09/2022



WHEREAS the Vendor aforesaid project is also registered with ORERA vide Registration no- _____ dated _____. This registration is valid for a period of _____ to _____ years commencing from _____ and ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website of the Authority.

WHEREAS the Vendor got the occupancy certificate (O.C) No....., Dt..... have also issued by the competent authority **Berhampur Municipal Corporation, BeMC**, w.r.t subject property in accordance to the ODA act 1982 read with Rule 2020. (Copy of occupancy certificate attached.)

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.

NOW THIS DEED WITNESSETH AS UNDER

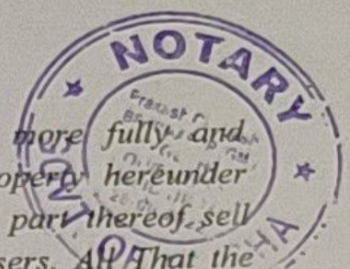
1. That in pursuance of the agreement and in consideration of the sum of Rs..... (Rupees) only paid to the vendor(s) by the vendee(s) the receipt whereof the vendor(s) hereby acknowledge(s) in the manner following, that is to say, Rs. received as earnest money on the day of by means of cash / cheque /DD bearing No..... on thedrawn and the balance amount of Rs..... received at the time of execution of these present.

2. That the vendor(s) hereby sell(s), convey(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 Apartment/complex known as **SIVAM**

M/s. Satyam Sivam Developers

Partner

M/s. Satyam Sivam Developers
Roslan KUMAR Das
Partner
Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2042
26/5/2022



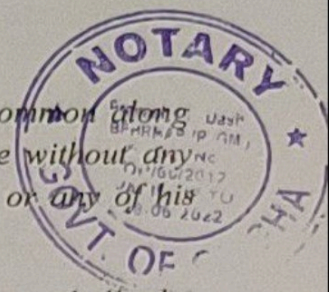
ENCLAVE, At-Khodasing, Berhampur, and such space as more fully and particularly mentioned and described in the Schedule of Property hereunder written and of and from the payment of the same and every part thereof, sell transfer assure and convey unto and in favour of the Purchasers. And that the undivided proportionate share in the land underneath the said Building attributable to the said Flat TOGETHER WITH the proportionate share in the common parts and portions more fully and particularly described in the Schedule 'A' 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).
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).

M/s. Satyam Sivam Developers
[Signature]
Partner

M/s. Satyam Sivam Developers
[Signature]
Partner

Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012
[Signature]



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 "SIVAM ENCLAVE" 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.

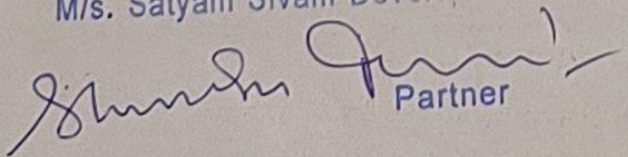
9. The purchaser, their heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

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 owner.

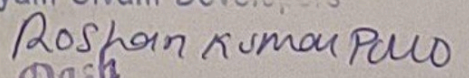
11. That, the Vendee shall not use the flat for any unlawful acts and shall not store inflammable / explosive, hazardous goods & if it is found so, the other flat owners & association / society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even 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.

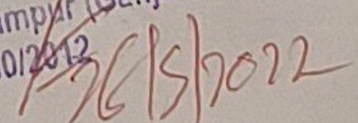
M/s. Satyam Sivam Developments

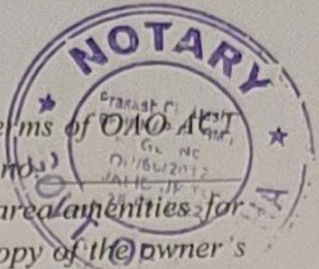

Partner

M/s. Satyam Sivam Developments


Roshan Kumar Paul
Partner

Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 06/2012





a). that the vendor has already registered the owner society in terms of DMO Act 1982 & handover the registration certificate bearing no. _____ dt. _____ along with details of sketch map of common area amenities for vendees legal right & physical possession & future reference. (copy of the owner's society registration certificate & sketch map w.r.t common area amenities enclosed.)

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.

COST OF THE FLAT (PLEASE GIVE BRAKE UP & DESCRIPTION

- 01. Proportionate undivided impartible share land cost
(for Ac0..... Dec) Rs
 - 02. Total price of flat on the carpet area..... sqft
(Rate of apartment per sqft @ Rs.....)
(Including cost of garage/parking cost) Rs
 - 03. GST, registration charges, stamp duty, society registration
Cost, other taxes, (as applicable) Rs
- Total Rs,**

SCHEDULE OF PROPERTY

DESCRIPTION OF LAND:

SCHEDULE-"A"

District ganjam, SRO - Berhampur-II, Tahasil - Berhampur, Thana - Baidyanathpur, Thana No. 97, Mouza Khodasing, Plot No: 98/2657, Khata No: 240/1695, which is shown in color in the attached sketch map, (sub plot No.....) and bounded by North: South:, East: and west:

M/s. Satyam Sivam Developers

[Signature]
Partner

M/s. Satyam Sivam Developers

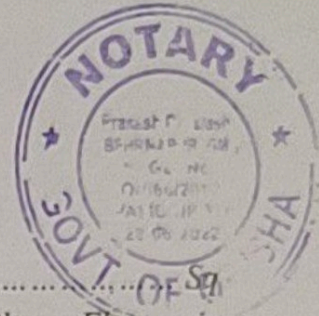
Roshni Kumar Palo
Partner

Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012

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26/5/2012

DESCRIPTION OF FLAT:

SCHEDULE-"B"

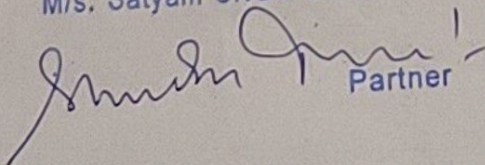


Flat No....., floor, Carpet area of
ft with(description). Ready built Flat in
..... (Name of Apartment) marked in lay out drawing annexed
to the sale deed bounded by North:, South:,
East: and West:]

DECLARATIONS

1. That it is to declare that both vendor(s) and vendee(s) do not belong to scheduled caste or scheduled tribe community.
2. The said property is not a lease hold land acquired within ten years from the Government.
3. The said property is not an endowment property under section 19-A of the OHRE Act, 1951.
4. The said property is not a Bhoodan or Wakf property
5. The said property does not belong to the state Government or any local Authority
6. The said property is not a property of Lord Jagannath.
7. The said property is not encumbered in any way or by any means or in any manner.
8. The photographs, thumb impressions and signatures of both the vendor(s) and vendee(s) have been affixed on this sale deed along with the Declaration Form A/ (Declaration form B) (and the sketch map of the said property)/ (and lay out drawing of the flat unit).
- 10 That the vendor(s) hereby declare(s) that he/she/if/they will be held entirely responsible to be prosecuted both civilly and criminally for any misrepresentation, suppression and distortion of facts with regard to ownership including that of right, title and interest as well as possession and that of valuation/ consideration.

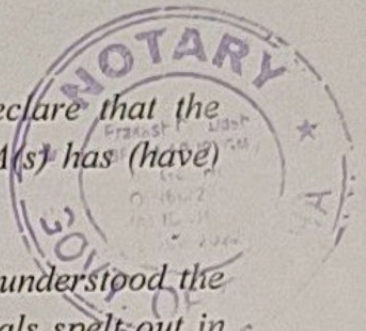
M/s. Satyam Sivam Developments


Partner

M/s. Satyam Sivam Developments

Roshan Kumar Patel
Partner

Sri Prakash Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON. 60/2012



11. The vendor(s)- attorney/vendee(s)-attorney present hereby declare that the principal(s) is (are) continue(s) to survive and that the G.P.A / P.A(s) has (have) not been cancelled]

12. 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.

In witness whereof, the vendor(s) and vendee(s) here-on-to have set and subscribed their hands (and seal) on the date first above written in presence of the witnesses named below.

Witnesses:

M/s. Satyam Sivam Developers
[Signature]
Partner

M/s. Satyam Sivam Developers
Roshan Kumar
Partner

Signature of Vendor(s)

- 1. (Signature in full)
- Name, Name of Father / Husband
- Complete Address with Police Station,
- Profession and Apparent Age

Signature of Vendee(s)

- 2. (Signature in full)
- Name, Name of Father / Husband
- Complete Address with Police Station,
- Profession and Apparent Age

Details of Scriber

- a) Scribed by vendor
- b) Name and complete Address of the deed writer with license No.
- c) Name and complete Address of the Advocate with license No.

Gangadhar
[Signature]
Prakash Ch. Dash
B.A., LL.B. (Advocate)
Berhampur
0-1899197

[Signature]
Sri Prakashi Ch. Dash
B.A., LL.B.
NOTARY, Berhampur (Ganjam)
ON 60/2012